

REILLY INDUSTRIES, INC.

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P.O. BOX 42912
INDIANAPOLIS, INDIANA 46242-0912

Certified Mail
Return Receipt Requested

February 3, 1995

Mr. Lance R. Richman, P.G.
Emergency and Remedial Response Division
U.S. Environmental Protection Agency
26 Federal Plaza, Room 13-100
New York, New York 10278

RE: Request for Information Under U.S.C. Sec. 9601 et seq.
Diamond Alkali Superfund Site, Passaic River Study Area

Dear Mr. Richman:

This letter and its attachments are intended to respond to the above referenced information request dated January 3, 1995 which was received by Reilly on January 10, 1995.

Reilly has a number of general objections to this information request as follows:

GENERAL OBJECTIONS

Reilly submits this response without conceding that the information request, or any part thereof, is authorized under Section 104 (e) of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") 42U.S.C. §9604(e), or that the information request is otherwise lawful or reasonable. Neither the fact of this response, nor anything contained herein, shall be construed as an acknowledgment or admission of any responsibility or liability whatsoever. Reilly specifically reserves all rights to assert all claims and defenses available under law in any action or proceeding.

Reilly makes the following objections to the information request, including the introductory "instructions" and "definitions" contained in the information request. These objections shall not necessarily be repeated in response to specific questions, but shall apply to each question as appropriate.

Reilly objects to the scope of the information request, to the extent that specific questions do not specify a time period, on the grounds that it seeks irrelevant information and is overly broad and unreasonably burdensome. Reilly's responses are primarily limited to the time period of its ownership and operation of the site 1932-1955.

843020001

REILLY INDUSTRIES, INC.

Mr. Lance R. Richman, P.G.

Page 2

Reilly objects to the overly broad definition of "document" set forth in the information request on the grounds that it is unreasonable, exceeds USEPA statutory authority and seeks privileged documents. In order to avoid duplication of documents unnecessarily, Reilly has produced documents which are responses to more than one question, without reproducing a copy of the document in response to each question. Instead Reilly has referenced the attachment number of the document in response to the questions. Reilly has attempted to cross reference responses where appropriate.

Reilly objects to the information request to the extent that it seeks to impose a potentially endless obligation on Reilly to supplement this response. Such a request is unreasonable, arbitrary, capricious and exceeds USEPA statutory authority.

Reilly objects to the definition of "identify" with respect to persons to the extent that USEPA is seeking information to enable it to contact current or former Reilly employees. Such Reilly employees should be contacted through counsel for Reilly. Reilly further objects to the definition of "identify" to the extent that it seeks home addresses and telephone numbers, even though business addresses and telephone numbers are provided.

Reilly objects to "identifying" documents because it has produced or is producing the requested documents in lieu of identifying the documents. The documents speak for themselves and a narrative description is unnecessary.

Reilly generally objects to the information request to the extent that it exceeds the scope of USEPA statutory authority or is otherwise unreasonable, arbitrary or capricious. By setting forth general objections or specific objections with respect to particular questions, Reilly does not waive any other objections that might be available and hereby preserves such objections. Reilly specifically reserves all rights to challenge the relevancy, materiality, or admissibility of any information provided herein in any proceeding whatsoever. Reilly reserves the right to contest any subsequent request for information, as appropriate.

Introduction

Reilly operated a coal tar refinery, a tar acid plant and a phenolic resin plant at the 191 Doremus Avenue Newark, New Jersey address, identified in your letter, from 1932 until 1955, when it was sold to Pittsburgh Consolidated Coal Company. Since our involvement with this facility ceased forty (40) years ago there is limited documentation available to Reilly regarding the facility and the activities that may have occurred there because most of the documents that may have existed would have been destroyed years ago in the normal course of business under Reilly's document retention policies. In addition, because of the time which has passed, we are aware of only one current Reilly employee who worked at the facility during Reilly's period of operation who would have had direct knowledge of the details of its operation. This only employee worked at

843020002

REILLY INDUSTRIES, INC.

Mr. Lance R. Richman, P.G.

Page 3

the facility for a brief portion of the time (1932-1933) during which Reilly owned and operated the facility (1932-1955). Notwithstanding the above, to the best of our ability, we have responded to each of the questions listed in the request according to the instructions provided as attachment B in your request letter.

1. As indicated above Reilly operated a coal tar refinery, a tar acid plant and a phenolic resin plant at the 191 Doremus Avenue address from 1932 until 1955.
2. a) Since our involvement with the facility ceased in 1955 and RCRA was not promulgated until 1976, there could not have been any permits issued pursuant to that statute for this facility.
 b) Since our involvement with the facility ceased in 1955 and the Federal Water Pollution Control Act was not promulgated until 1972, there could not have been any permits issued pursuant to that statute for this facility.
3. Reilly has no data or documented information regarding the presence of the chemicals listed in question (3) in the materials the company received, utilized, manufactured, discharged, released or disposed during the period (1932-1955) Reilly operated the facility. However, based on information available to us regarding the constituents present in current day coal tar it is likely the same constituents would have been present in the coal tar received and utilized by the facility during that period of operation.

| | <u>Yes</u> | <u>No</u> |
|-------------------------------------|------------|-----------|
| 2,3,7,8-tetrachlorodibenzo-p-dioxin | | |
| or other dioxin compounds | | X |
| Polychlorinated biphenyls (PCB's) | | X |
| Phenanthrene | X | |
| Anthracene | X | |
| Fluoranthene | X | |
| Pyrene | X | |
| Benzo(a)anthracene | X | |
| Chrysene | X | |
| Benzo(b)fluoranthene | X | |
| Benzo(k)fluoranthene | X | |
| Benzo(a)pyrene | X | |
| Indeno(1,2,3-cd)pyrene | X | |
| Benzo(g,h,i)perylene | X | |
| Dibenzofurans | X | |
| Fluorene | X | |
| 2-Methylnaphthalene | X | |
| Zinc | trace | |
| Lead | trace | |

843020003

REILLY INDUSTRIES, INC.

Mr. Lance R. Richman, P.G.

Page 4

4. a) Coal tar was processed by distillation to manufacture a variety of products, including various grades of tar (eg. road tar), oils (eg. coal tar green carbonate) and pitches (eg. bricket pitch). Water gas tar, a petroleum tar, was also processed to make road tar at the facility. Cresylic acids, a mixture of phenol, cresol isomers and xylenols, was manufactured from certain distillation cuts from the distillation of coal tar and petroleum tar. Cresylic acid was further processed to isolate phenol for use in the phenolic resin plant. Naphthlene was manufactured from certain distillation cuts from the distillation of coal tar. There is no documented information with respect to the details of these manufacturing processes at the Newark facility available to Reilly. However, Attachment 1, which was the agreement for the sale of the facility by Reilly Tar and Chemical Corporation to Pittsburgh Consolidated Coal Company, dated July 26, 1955, contains information regarding the inventory of chemicals and equipment at the facility at the time of the agreement, and therefore does provide some information regarding the raw materials, intermediates, finished products and the equipment utilized in the manufacturing processes.
- b) The hazardous substances listed in response to item (3), above were present in the coal tar and petroleum tar as received and therefore were not generated by the manufacturing process. During the distillation these substances would have been redistributed into the products being manufactured as described in item (4.) (a) above.
 - i) Reilly has no information regarding the chemical composition of these hazardous substances in the tars received or the products manufactured during the period of time Reilly operated the facility.
 - ii) As indicated in (4)(b)(i) Reilly has no such information.
 - iii) Reilly has no documented information regarding wastes or whether these substances may have been combined with wastes from other processes.
5. Attachment 2 is a map of the Newark facility, dated April 1942. It is responsive to question (5) in that it provides information regarding locations of storage tanks and their capacities at the Newark facility at that point in time. Reilly has no other documented information regarding the collection, storage, treatment, and disposal of the substances listed in response to item (3) and (4).
 - a) To the extent that they would have been responsible for the operations at the facility during the period Reilly operated the facility, the plant managers would have arranged for and managed the processing at the facility. At the time of the sale of the plant in 1955 there was severance to all employees and no continuing relationship with them for the 40 years that has passed. We believe

843020004

REILLY INDUSTRIES, INC.

Mr. Lance R. Richman, P.G.

Page 5

that all former plant managers are currently deceased. However, to be fully responsive to this question we are providing here their names. R.L. Comstock, C.L. Hays, Frank Mootz, George Kucera, Hunter, Grant Thorn and Russell King were the plant managers during Reilly's period of operation at the Newark facility.

- b) Reilly has no documented information and no current recollections of any Reilly employee regarding haulers, transporters or disposal site locations for materials which may have been off-site disposed from the Newark facility during Reilly's period of operation (1932-1955).
 - c) As indicated above in response to question (5), the only documented information in Reilly's possession regarding storage practices is provided in Attachment 2, a map of the facility dated April 1942, which provides information with respect to the locations and capacities of storage tanks at the facility at that point in time. Reilly has no documented information or recollection regarding any off-site storage which may have occurred during that same period.
6. a) Reilly has no documented information and no current recollections of Reilly employees regarding process waste waters which may have been generated at the facility and which may have contained substances identified in (3) and (4) above.
- i) It is Reilly's understanding that waste waters from the facility were discharged to the city of Newark via connection to the sanitary sewer system during the entire period Reilly operated the facility (1932-1955).
 - ii) It is Reilly's understanding that waste water was not treated before discharge.
 - iii) As indicated in response to (6)(a)(i), above, waste water was discharged to the sanitary sewer.
- b) Reilly has no information with respect to floor drains or other disposal drains which may have existed at the facility and therefore cannot respond to i), ii) and iii) of question (6)(b).
- c) Reilly has no information regarding storm sewers, catch basins or lagoons at the facility and therefore cannot respond to i), ii) and iii) of question (6)(c).
- d) Reilly has no diagrams of any waste water collection system that may have existed on the property.

843020005

REILLY INDUSTRIES, INC.

Mr. Lance R. Richman, P.G.

Page 6

7. a) As was indicated in the response to item (4), above, the substances were likely present in the coal tar as received and, therefore would not have been generated during the operation but, rather, would have been redistributed among the products identified in the response to item (4)(a). Therefore, in the absence of any information about the composition of the products and wastes which may have been generated during the period Reilly operated the facility, Reilly cannot respond to this question.

b) Reilly believes that during the period Reilly operated the Newark facility (1932-1955), hazardous substances identified in responses to (3) and (4) , above, were not disposed of in the Passaic River nor were they discharged to the Passaic River
8. Reilly has no knowledge or documented information regarding any leaks, spills, explosions, fires, or other incidents which may have occurred at the facility during the period Reilly operated the Newark facility (1932-1955).
9. As indicated in the response to (8) above Reilly has no such information.
10. a) Reilly has no knowledge or documented information indicating that the facility was ever subject to flooding, due to any reason and therefore cannot respond to (10)(a)(i) and (ii) or to (10)(b).
11. Reilly has no knowledge or documented information of any civil, criminal or administrative proceedings against this facility for violations of any local, state or federal laws or regulations relating to water pollution or hazardous waste generation, storage, transport or disposal with respect to the period Reilly operated the Newark facility (1932-1955).
12. As was indicated previously in this letter, since Reilly's involvement with this facility ceased forty (40) years ago there is limited documentation available to Reilly regarding the facility and the activities that may have occurred there because most of the documents that may have existed would have been destroyed years ago in the normal course of business under Reilly's document retention policies. Reilly, therefore, has no documents which relate to the generation, purchase, use, handling, hauling, and/or disposal of all hazardous substances listed in response to (3) or (4), above with the exception of the responses to questions (3) and (4) and Attachments 1 and 2 to the extent they are responsive to this question.
13. Reilly has no knowledge or documents pertaining to the results of any analyses of ground water, surface water, ambient air, or any other environmental media which may have been performed at the facility for the same reason identified in response to (12) above.

843020006

REILLY INDUSTRIES, INC.

Mr. Lance R. Richman, P.G.

Page 7

14. a) As has been previously indicated, Reilly owned and operated the Newark facility located at 191 Doremus Avenue in Newark, New Jersey from 1932 until it was sold to Pittsburgh Consolidated Coal Company in 1955. Attachments 1, 3 and 4 are the purchase agreement, the deed and the bill of sale, respectively for the sale of the facility in 1955 by Reilly to Pittsburgh Consolidated Coal Company. Attachment 5 is a number of documents relating to the sale of another portion of the property by Reilly to Dixon Chemical Research, Inc. in 1955 (note that the deed and sales agreement documents are unavailable). Attachments 6 and 7 are the sales agreement and the deed for the sale of a portion of the property by Reilly to National Distillers Products Corporation in 1954. Attachment 8 is a number of documents, portion of the property by Reilly to Joseph Liebman in 1944.

With respect to the acquisition of the property by Reilly, Attachment 10 is a number of documents including deeds over the period of 1929 to 1935 relating to the acquired properties constituting the Newark facility and as owned by Reilly Tar and Chemical Corporation. Finally, Attachment 11 is a document prepared in 1932 by International Combustion Tar & Chemical Corporation which provides a listing of "Title Documents" available at that time for the Newark facility.

- b) As was indicated in the response to (14)(a), above, the facility was owned, not leased by our company.
- c) To the extent that we know Attachment 11 contains the names of the companies who owned and operated the facility prior to Reilly Tar and Chemical Corporation. These companies include F.J. Lewis Manufacturing Company and the Butterworth-Judson Corporation. As to the owners after Reilly's period of ownership the answer and the Attachments to question (14)(a) provide this information to the extent that we know it. Attachment 12 is a number of documents showing that Pitt-Consol Chemical Company was still involved with the site in July and August of 1971. These are the most recent documents available to Reilly regarding the facility.

15. a) Reilly Industries, Inc.

b) President - Robert D. McNeeley
1510 Market Square Center
151 North Delaware Street
Indianapolis, IN 46204

- c) Our state of incorporation is Indiana. Our agent for service of process in Indiana is Robert Polack, Reilly Industries, Inc. 151 N. Delaware Street, Suite 1510, Indianapolis, Indiana 46204. Our agent for service of process in New Jersey is CT Corporation, 28 West State St., Trenton, N.J. 08608.

843020007

REILLY INDUSTRIES, INC.

Mr. Lance R. Richman, P.G.

Page 8

d) See Attachment 13.

e) Reilly Industries, Inc. is the successor corporation to Reilly Tar & Chemical Corporation. The name change was effective January 1, 1989. Reilly Industries, Inc. is also the successor corporation to Republic Creosoting Company. To the best of our current knowledge, Republic Creosoting Company was incorporated on December 22, 1905 in the state of Indiana. In 1932 Reilly Tar & Chemical Corporation was incorporated in Indiana. On January 3, 1961 Char Products Company, Inc. and Reilly Tar & Chemical Corporation, both Indiana corporations, were merged into Republic Creosoting Company. The name of Republic Creosoting Company was simultaneously changed to Reilly Tar & Chemical Corporation. Reilly Tar & Chemical Corporation changed its corporate name to Reilly Industries, Inc. on January 1, 1989.

f) See answer to (e) above.

g) On February 14, 1990 Reilly Industries, Inc. purchased Morflex Chemical Company and Morflex is now a wholly owned subsidiary of Reilly Industries, Inc. In 1988 Reilly purchased a brine operation from Kaiser Chemicals in Wendover, Utah and merged that company into Reilly Tar & Chemical Corporation. These are the only companies which Reilly has acquired. However, Reilly has acquired assets from other companies as shown in response to number 14(c).

h) See response to 15(c) and 15(e) above.

16. The name, address, telephone number, title and occupation of the individual answering this "Request for Information" are as follows:

Paul M. Rivers, Ph.D.
Corporate Director of Environmental Affairs
Reilly Industries, Inc.
1500 S. Tibbs Avenue
Indianapolis, IN 46242
Phone: (317)-248-6425

The individual listed here has no personal knowledge of the Newark facility other than what has been learned by reviewing documents gathered for the purpose of responding to this request and from interviewing the individual located who did have personal knowledge of the facility.

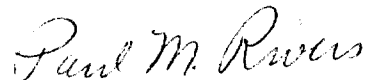
843020008

REILLY INDUSTRIES, INC.
Mr. Lance R. Richman, P.G.
Page 9

With respect to persons who assisted in responding to this request for information, all of the documents provided as attachments were obtained from the files of Rolla E. McAdams, Vice Chairman of the Board for Reilly Industries, Inc. Mr. Peter C. Reilly, Jr., Chairman of the Executive Committee for Reilly Industries, Inc. was interviewed and provided input for questions 1, 4, 5, 6, 7, 8, 9, 10, 11 and 14.

Very truly yours,

REILLY INDUSTRIES, INC.



Paul M. Rivers, Ph.D.
Director,
Corporate Environmental Affairs

PMR:ha

cc: (w/o attachments)
J. Simmons (Reilly)
Ms. Patricia C. Hick (U.S. EPA)

843020009

Attachment 1

Responsive to Questions 4, 12, 14

Fifty-four (54) pages

Sales Agreement July 26, 1955 for the sale by Reilly to Pittsburgh Consolidated Coal Company

843020010

THIS AGREEMENT, made and entered into this 26th day of July, 1955 by and between REILLY TAR AND CHEMICAL CORPORATION, an Indiana corporation with its principal office at 1615 Merchants Bank Building, City of Indianapolis, County of Marion, and State of Indiana, duly authorized to transact business in the State of New Jersey, hereinafter referred to as Seller, and PITTSBURGH CONSOLIDATION COAL COMPANY, a Pennsylvania corporation with its principal office in the Koppers Building, City of Pittsburgh, County of Allegheny, and State of Pennsylvania, hereinafter referred to as Purchaser,

WITNESSETH:

1. Seller, for and in consideration of the sums hereinafter provided and also in consideration of the covenants and agreements hereinafter mentioned, made and entered into by the Purchaser, hereby agrees with said Purchaser to sell, convey, transfer, assign and deliver to the Purchaser free and clear of all liens and encumbrances except as provided in Section 8 hereof the following described real and personal property on or before the 19th day of August next ensuing the date hereof:

(a) All those certain lots, tracts or parcels of land and premises situate, lying and being in the City of Newark, in the County of Essex, in the State of New Jersey, more particularly described as follows:

TRACT 1

BEGINNING at the corner formed by the intersection of the northerly line of Roanoke Avenue 60 feet wide with the westerly line of the Bay Shore Connecting Railroad; thence (1) running along the line of Roanoke Avenue North 61 degrees, 25 minutes West 1388.65 feet to a point; thence (2) North 42 degrees 42 minutes 10 seconds East 49.73 feet to the line of the New Jersey Turnpike; thence (3) along the line of the same North 82 degrees 52 minutes 9 seconds East 92.29 feet; thence (4) South 70 degrees 17 minutes 40 seconds East 129.27 feet; thence (5) South 78 degrees 12 minutes 50 seconds East 150.01 feet; thence (6) North 83 degrees 3 minutes 4 seconds East 123.94 feet; thence (7) North 66 degrees 17 minutes 55 seconds East 73.72 feet; thence (8) South 60 degrees 33 minutes 40 seconds East 880.72 feet to the line of the Bay Shore Connecting Railroad; thence (9) along the same South 27 degrees 50 minutes 30 seconds West 282.64 feet to the place of BEGINNING.

Containing 7.539 acres more or less.

843020011

TRACT 2

BEGINNING in the easterly line of Avenue P at a point therein distant northerly 170 feet from the center line of the right-of-way of the Newark and New York branch of the Central Railroad of New Jersey measured at right angles to said center line; thence (1) running along the line of Avenue P North 27 degrees 51 minutes 30 seconds East 1022.36 feet to the line of Roanoke Avenue 60 feet wide; thence (2) along the line of Roanoke Avenue South 61 degrees 25 minutes East 1396.83 feet to the line of the Bay Shore Connecting Railroad; thence (3) along the line of said railroad South 27 degrees 50 minutes 30 seconds West 408.70 feet; thence (4) South 63 degrees 17 minutes East 1.60 feet; thence (5) still along the line of said railroad South 27 degrees 50 minutes 30 seconds West 204.26 feet; thence (6) North 62 degrees 9 minutes 30 seconds West 1.60 feet; thence (7) along the line of said Bay Shore Connecting Railroad on a curve to the right with a radius of 434.23 feet, an arc distance of 206.67 feet; thence (8) North 44 degrees 8 minutes 30 seconds West 48.89 feet; thence (9) Southwesterly on a curve to the right with a radius of 290.44 feet, an arc distance of 178.25 feet to a point; thence (10) on a curve to the right with a radius of 434.23 feet, an arc distance of 91.52 feet to a point 170 feet from the center line of the Central Railroad of New Jersey measured at right angles thereto; thence (11) North 62 degrees 9 minutes 30 seconds West 1151.13 feet to the line of Avenue P and the place of BEGINNING.

Containing 31.737 acres more or less.

TRACT 3

BEGINNING in the westerly line of Doremus Avenue at the point therein distant Northerly 170 feet from the center line of the right-of-way of the Central Railroad of New Jersey measured at right angles to said center line; thence (1) parallel with said center line North 62 degrees 9 minutes 30 seconds West 198.93 feet to the easterly line of the right-of-way of the Bay Shore Connecting Railroad; thence (2) along the same on a curve to the left with a radius of 484.23 feet an arc distance of 455.55 feet to the westerly line of Doremus Avenue; thence (3) along the same South 27 degrees 50 minutes 30 seconds West 391.28 feet to the place of BEGINNING.

Containing .0536 acres more or less.

TRACT 4

BEGINNING in the easterly line of Doremus Avenue at a point therein 403.75 feet northerly from the center line of the right-of-way of the Central Railroad of New Jersey; thence (1) South 62 degrees 9 minutes 30 seconds East 496.21 feet to the high-water line of the Passaic River; thence (2) along said high-water line North 27 degrees 3 minutes 30 seconds East 16.25 feet; thence (3) South 62 degrees 9 minutes 30 seconds East 82.21 feet to the pier head and bulk head line established by the Board of Commerce and Navigation of the State of New Jersey; thence (4) along said pier head and bulk head line North 26 degrees 42 minutes 52 seconds East 156 feet; thence (5) North 62 degrees 9 minutes 30 seconds West 85.49 feet to the high-water line of the Passaic River; thence (6) along said high-water line North 25 degrees 26 minutes 30 seconds East 336.10 feet; thence (7) still along said high-water line North 23 degrees 40 minutes 30 seconds East 105.43 feet; thence (8) South 61 degrees 25 minutes East 86.87 feet to the pier head and bulk head line as established by the Board of Commerce and Navigation; thence

843020012

(9) along the line of same North 24 degrees 23 minutes 59 seconds East 100 feet to the line of Roanoke Avenue; thence (10) along the southerly line of Roanoke Avenue North 61 degrees 25 minutes West 546.72 feet to the easterly line of Doremus Avenue; thence (11) along the easterly line of Doremus Avenue South 27 degrees 50 minutes 30 seconds West 768.90 feet to the point and place of BEGINNING.

Containing 8.939 acres more or less.

And also all the right, title and interest of Seller in and to any other real property owned by Seller located in the City of Newark, New Jersey and all appurtenances thereto.

The above description is according to the survey of Borrie & McDonald, surveyors, dated March 2, 1954 covering this and other property.

Together with all riparian rights and all water rights of every kind, nature and description, belonging to Seller in and to the lands lying in the bed of the Passaic River between the northerly and southerly lines of Tract 4 of the above described premises and between the extensions of said lines into said Passaic River, and in and to the use of the waters flowing over said lands.

Together with all assignable licenses, permits, easements, appurtenances and hereditaments thereto appertaining.

(b) All buildings, structures, docks, boilers, tanks, stills, columns, pipelines, pumps, fences, roads, railroad tracks (excepting only any railroad tracks of the Central Railroad of New Jersey and of the Bay Shore Connecting Railroad running on to said land), and other improvements and fixtures of every kind now located on said land or in the buildings thereon.

All machinery, tools, apparatus, and equipment of every description now located upon the land or in the buildings or other improvements described in Subsection (a) hereof, including all laboratory equipment, first aid equipment, fire fighting equipment, truck scales, locomotive and portable cranes, trucks, lift trucks, portable conveyors, railroad unloading facilities, and other equipment (excepting, however ADT fire and watchman equipment which is leased and also excepting such machinery, tools, apparatus and equipment as

shall be removed by Seller pursuant to the provisions of Section 14).

All office furniture, fixtures, and other equipment (including safes, typewriters, calculating or adding machines, and filing cabinets) and all records in connection with resin research and development now located in any of the buildings on said premises.

2. Purchaser hereby agrees to pay to Seller the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) for the land and appurtenances thereto described in Section 1(a) hereof and the sum of Five Hundred Ninety Two Thousand Five Hundred Dollars (\$592,500.00) for the property described in Section 1(b) hereof, subject to adjustments hereinafter provided, at the times and in the manner as follows:

Ten Thousand Dollars (\$10,000) upon the execution of this Agreement, receipt of which is hereby acknowledged;

Seven Hundred Thirty Two Thousand Five Hundred Dollars (\$732,500.00) on delivery of the deed and bill of sale.

The balance of the purchase price shall be paid in the amounts hereinafter specified at the time of the delivery of the deed or as hereinafter specified, provided Seller shall take such action or shall cause such proceedings to be instituted as shall vest in the Purchaser a good and marketable title to the portions of the above described premises hereinafter specified:

(a) The portion of the premises to be conveyed described in Book R-44 of Deeds for Essex County, page 278 - the sum of Five Thousand Dollars (\$5,000.00).

(b) The portion of the premises to be conveyed described in Book A-43 of Deeds for said county, page 496 - the sum of Forty Thousand Dollars (\$40,000.00).

(c) The portion of the premises to be conveyed described in Book D-59 of Deeds for said county, page 141 - the sum of Fifty Thousand Dollars (\$50,000.00).

(d) The portion of the premises to be conveyed described in Book P-52 of Deeds of said county, page 294 - the sum of One Thousand Dollars (\$1,000.00).

(e) The portion of premises to be conveyed embraced within the bed of Avenue R - the sum of Four Thousand Dollars (\$4,000.00)

Seller agrees to proceed immediately and take all necessary action to remedy any defects in title and obtain from the New Jersey Realty Title Insurance Company waivers of any objections to title, all at the sole cost and expense of Seller. To this end and to the extent appropriate, Seller shall have the right to file any action or application in the name and behalf of Purchaser. As Seller shall cause a marketable title to be vested in Purchaser to each of the aforesaid parcels, Purchaser shall thereupon release and pay over to Seller the amount specified above with respect to such parcel. If Seller shall have failed to cause a marketable title to be vested in Purchaser to any such parcel within a period of two (2) years from the closing date or any extended period of time, the amount above specified retained with respect to such parcel shall be retained by Purchaser and the amount of the purchase price for the land shall be reduced accordingly. It is agreed, however, that upon request, Purchaser may grant an extension of time if Seller shall have acted diligently, if it shall need additional time to obtain the waiver of an objection and if in the judgment of the Purchaser the granting of an extension of time will not interfere materially with the resale of such real property by Purchaser or operation of a plant thereon. If the amount above specified with respect to any such parcel shall be retained by Purchaser and the amount of the purchase price shall be reduced as hereinabove provided, then the covenants and warranties contained in the deed of conveyance shall thereupon be satisfied and discharged to the extent but only to the extent that they relate to the particular parcel with respect to which said amount shall be retained.

3. Rents derived from the lease of any part of said premises and property taxes shall be apportioned to the closing date. Water rents and other charges for public utilities, if incapable of exact division between Seller and

Purchaser, shall also be apportioned to the closing date. Insurance policies relating to the said premises, if assignable, shall, at the option of Purchaser, be assigned to Purchaser and, if assigned, insurance premiums shall be apportioned to the closing date.

4. The real estate to be conveyed hereunder shall be conveyed by full covenant and warranty deed, in proper form for recording, executed by proper officers duly authorized, with corporate seal affixed, and with revenue stamps attached; personal property by bill of sale with warranty of title; trucks by assignment of certificate of title; all to be delivered at the time of closing as hereinafter provided. Seller agrees that it will thereafter execute such other and further instruments of conveyance or assignment as from time to time may be called for by Purchaser in order to assure to Purchaser good and sufficient title to said real estate and other property in accordance with the intention of this Agreement.

5. The sale hereunder of real and personal property described in Section 1 hereof shall be closed, payments made, and the deed, bill of sale, and other papers and instruments provided for herein shall be delivered at the office of Pitney, Hardin & Ward, 744 Broad Street, Newark, New Jersey, or at such other place as may be mutually agreed upon by the parties hereto and Purchaser shall take possession of said property which is designated as the Newark Plant on the 19th day of August next ensuing the date hereof, which date shall be known as the closing date.

6. Seller agrees to keep in force at its own expense all fire and other insurance now in force covering the buildings, structures, and other improvements on the real estate to be conveyed and the personal property to be conveyed, and to have a loss payable clause in favor of Purchaser included in such insurances, and any casualty or other insurance covering injury to the public or employees of the Seller now in force, and agrees that on said closing date Purchaser shall have the right, at its option, to take over any or all of said insurance which may be assignable. In case Purchaser exercises this option, Seller shall assign such insurance to Purchaser and Purchaser shall reimburse Seller for any unearned premiums on such insurance so assigned.

7. In the event of loss or damage by fire, windstorm, or other catastrophe occurring prior to the closing date to any building, structure or other improvement on the real estate to be conveyed hereunder or to the personal property to be conveyed hereunder other than inventories, it is agreed that this Agreement shall nevertheless be consummated provided all of Seller's covenants hereunder are fulfilled, and provided further that the insurance on the property so damaged or destroyed is in full force and effect and collectible to the extent of the value of the property so damaged or destroyed, or the amount of such insurance (after applying any applicable co-insurance clause), whichever is lesser, and all amounts recovered under any and all policies of insurance applicable to such loss or damage are paid to Purchaser.

8. The Full Covenant and Warranty Deed may be subject to the following:

(a) Lease between Seller and Chas. L. Read, Inc. of part of Tract 4 of said property at the monthly rental of One Hundred Eighty Dollars (\$180.00) per month, terminating September 16, 1955: Provided that if said Chas. L. Read, Inc. shall fail to quit the leased premises and surrender possession thereof on or before September 16, 1955, Seller hereby agrees promptly to retain legal counsel satisfactory to Purchaser and institute and prosecute diligently to conclusion for and on behalf of Purchaser such legal action as may be necessary to evict said Chas. L. Read, Inc., all at the sole cost and expense of Seller (except that Seller shall be entitled to apply against its cost and expense the sum of One Thousand Dollars (\$1,000.00) which has been deposited by Chas. L. Read, Inc. with William K. Flanagan, attorney for Seller).

(b) The lien of real estate taxes for the year 1955 not due and payable.

(c) Outstanding rights of the Central Railroad of New Jersey and the Bay Shore Connecting Railroad in railroad sidings located on lands herein described.

9. All sums paid on account of this contract and the reasonable expense of the examination of the title to said premises are hereby made liens thereon, but such liens shall not continue after default by the Purchaser under this contract.

10. Seller shall sell, transfer and deliver to Purchaser and Purchaser shall buy and accept from Seller at prices determined or computed in the manner hereinafter set forth, the following inventories of Seller situated at or in transit to its said Newark plant as of the closing date:

(a) The raw materials, materials in process and the finished products relating to the operation of the cresylic acid refining unit and the resin and molding powder units, which materials and products are set forth in Tables 1 through 5 inclusive of Appendix "A" attached hereto and made a part hereof. With respect to each item covered by this sub-section the Purchaser shall not be obligated to purchase in excess of the amount set forth in the column "Maximum Amount" or the column "Approximate Quantity" in said Appendix "A". Where measurement is necessary, the quantity of each item covered by this sub-section shall be determined in accordance with the method of measurement set forth with respect to each such item in said Appendix "A". The measurements for quantity, in accordance with the aforesaid methods, shall be made jointly by a representative of the Purchaser and a representative of the Seller within fourteen (14) days after the closing date. The quality of each item covered by this sub-section shall be determined (where such determination is necessary) in accordance with the methods of analyses set forth in said Appendix "A". The analyses of the various items shall be completed within thirty (30) days after the closing date in accordance with said methods. The unit prices to be used in calculating the total price of the items covered by this sub-section are set forth in said Appendix "A", except that any finished product listed in Table 2 of Appendix "A" which is in drums ready for shipment shall carry a seven and four tenths cents (7.4¢) per gallon premium over the bulk unit price set forth in said Table. If any item of inventory referred to

in this sub-section fails to meet the minimum specifications set forth for such item in said Appendix "A" Purchaser shall have the right to refuse to purchase and pay for such item by notifying Seller within fourteen (14) days after the closing date of its election not to accept such item. In that event such item shall be governed by the provisions of section 11, except that if such item can be reclassified to a lower grade material by mutual agreement, the unit price for such lower grade material shall apply.

(b) The inventory of operating and maintenance supplies including fuel, which items are set forth in Appendix "C" of this Agreement attached hereto and made a part hereof. The quantity of each item covered by this sub-section shall be determined by physical count or measurement made jointly by a representative of the Purchaser and a representative of the Seller within fourteen (14) days after the closing date. With respect to each item covered by this sub-section Purchaser shall not be obligated to purchase quantities appreciably in excess of the amount shown in the column "Approximate Amount" in said Appendix "C". The total dollar amount of the supplies inventory (except for fuel oil) shall not exceed the total dollar amount calculable from Table 1 of Appendix "C" (except for fuel oil). The unit prices to be used in calculating the total price covered by this sub-section are set forth in Appendix "C". If in the judgment of the Purchaser reasonably exercised within thirty (30) days from the closing date any item referred to in this sub-section is not in good condition, Purchaser shall have the right to refuse to purchase and pay for such item by notifying Seller of its election not to accept such item, and in that event such item shall be governed by the provisions of section 11.

(c) Purchaser shall pay Seller within forty-five (45) days after the closing date for such inventories as it purchases.

11. All other items of inventory (regardless of ownership) not purchased by Purchaser under section 10 above, shall be removed from the said Newark plant by the Seller at its cost in accordance with the following schedule:

(a) The naphthalene inventory shall be removed within thirty (30) days after the closing date.

(b) The tar inventory shall be removed by November 30, 1955, provided, however, that if the Seller is unable to accomplish the removal by that date, Purchaser will negotiate with the Seller with respect to the rental of tankage for portions of the tar inventory remaining at that date.

(c) All other items of inventory shall be removed by November 30, 1955.

12. Purchaser shall not in any way be responsible or liable for the safekeeping of any of the items of inventory covered by section 11 above. Seller shall hold the Purchaser harmless and indemnify it against any and all claims, loss, liability or expense by reason of any injuries (including death) sustained by any persons, including employees of the Purchaser, or of any damages done to the property of the Purchaser or of any other person which result from or are caused by the presence of such materials on the premises except where such claim, loss, liability or expense results from negligence of the Purchaser or its employees. In the event that any suits, actions or proceedings shall be brought in any court against the Purchaser to enforce any liability or alleged liability so arising, the Seller shall defend said suits, actions and proceedings, and, if any judgments shall be rendered therein against the Purchaser, Seller shall satisfy and discharge the same and all the costs and expenses thereof, including reasonable attorney's fees, to the complete and full exoneration of the Purchaser. So long as any materials remain on the premises in accordance with Section 11 hereof Purchaser may direct Seller to remove any item or items to other parts of premises so that their presence will minimize interference with any demolition, reconditioning or construction work carried on by the Purchaser or any operation of the existing facilities carried on by the Purchaser.

13. In the event that Seller fails to remove any or all of the items of inventory covered by section 11 within the time specified in said section or in the event that Seller fails to move any items of inventory in accordance

with the requirements of section 12, then in either such event Purchaser may at its option, after giving ten (10) days written notice to the Seller, have such items removed or moved, as the case may be, at the cost of the Seller or notify the Seller that the Purchaser desires to take title to such items of inventory, in which event Seller shall transfer, convey and deliver such items of inventory to the Purchaser without further payment by the Purchaser.

14. The said Newark plant embraces the following machinery, tools, apparatus and equipment:

(a) Equipment in Armco Building 1-A -

- 2 Chipper Rolls complete consisting of
 - 2 - Feed tanks #1 and #2
 - 2 - Chipper rolls - 48" diam. and 40" long with 5 H.P. drives
 - 2 - Hoods for rolls
 - 2 - Fairbanks - beam, platform scales with Detecto over and under indicators (Scales #1 and #2)

(b) Naphthalene Building 7 - Equipment -

- 1 - Pneumatic package machine complete
- 1 - Bostich Stapler
- 1 - Inclined bucket elevator conveyor - approximately 25' long, with drive and feed hopper
- 1 - Small brush screen with drive
- 4 - Stokes RD-3 moth ball presses
- 1 - Buffalo beam, floor scale (scale #3)
- 80' - Roller conveyor with one switch turn
- 1 - Stencil cutter, Ideal #1
- 1 - Stencil cutter, Ideal #2
- 1 - Fairbanks 75# Tableplatform scale PA Serial F
- 1 - Signode strapper

(c) Naphthalene Stills - Fractionating Column

- 1 - 5' diam. x 20 tray column
- 1 - Condenser for column
- 1 - Set of structural steel and stairways for column
- 1 - Set of piping and valves including 2-8" steel valves for column
- 1 - Standard coil and box condenser for batch stills used with column
- 1 - Brown -8 point recording pyrometer with thermocouples model 153 x 60P 8-x-1
- 1 - Worthington 6 x 4 x 6 duplex fuel oil pump and duplex strainer
- 1 - 1-1/2" Worthington close coupled centrifugal water circulating pump
- 1 - Worthington 6 x 4 x 6 duplex steam pump (Nap still house pump)

(d) Equipment Building No. 102

- 1 - 3 H.P. motor and Llewellyn variable speed drive
- 1 - 1000# Kron dial, floor platform scale

(e) Enamel Equipment

- 1 - Fairbanks Morse code C-10-12146 platform, dial scale with tare drop weights capacity 6250#
- 1 - Fill pipe for scale
- 1 - Bucket elevator approximately 20' high with drive
- 1 - 10' length of 7" screw conveyor
- 1 - 10' length of 10" screw conveyor
- 1 - 10" Hammer line blind
- 1 - 4" Flanged steel cock for draw off

(f) Rubber-Tar equipment

- 1 - 25' Trowbridge portable conveyor with drive - Model D-1020
- 1 - 11,600 gallon mixing tank complete with -
 - 1 - Bristol recording thermometer
 - 2 - Nettco - #6 agitators with 7-1/2 H.P. motors
 - 1 - Horizontal double agitator with 3 H.P. drive
 - 1 - 6" Standard Viking gear pump with 25 H.P. chain drive
 - 1 - 3" Standard Viking gear pump with 10 H.P. multi-speed motor with starter
 - 1 - 4" Double strainer

(g) Locomotive Crane

- 1 - Eight wheel railroad crane, Browning No. 2679 without boiler

Purchaser shall within ninety (90) days after the closing date give written notice to Seller listing all items described in this Section which Purchaser intends to use in the operation of said plant. Within thirty (30) days after receipt of said written notice, or within one hundred and twenty (120) days after the closing date if Purchaser fails to give such written notice Seller may at its option remove from said Newark plant and retain as its own property all items described in this Section and not listed in such written notice as ones which Purchaser intends to use in the operation of said plant.

15. Purchaser may, without the consent of Reilly, assign this Agreement and its rights hereunder to a wholly owned subsidiary which it may have organized for the purpose of owning and operating the Newark plant. Except as herein provided, neither party shall assign this Agreement in whole or in

part without the written consent of the other. This Agreement shall be binding upon the successors of the parties hereto.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their respective corporate officers as of the day and year first above written.

PITTSBURGH CONSOLIDATION COAL COMPANY

By

K. W. Krah
VICE PRESIDENT

ATTEST:

C. B. Keane
Secretary

REILLY TAR AND CHEMICAL CORPORATION

By

C. B. Edwards
PRESIDENT

ATTEST:

D. J. [illegible]
Secretary

APPENDIX A

Table 1

Crude Materials and Products in Process

| Type | Schedule for Pricing | Measurement Method | Methods of Analysis | Maximum Amount |
|---|---|-------------------------------|--------------------------------|----------------|
| Green Carbolate Ex Petroleum | 30¢/gal. for vol.% -205° C NDSF Acids and 25¢/gal. for vol.% 205-225° C NDSF Acids | See Appendix B Section I-A | See Appendix B Section I-C1 | 300,000 gal. |
| Coal Tar Green Carbolate | 40¢/gal. for vol.% -205° C NDSF Acids and 25¢/gal. for vol.% 205-225° C NDSF Acids | " | " | 100,000 gal. |
| Dilute Carbolate in Process | 31.1¢/gal. for vol.% -205° C NDSF Acids and 26.1¢/gal. for vol.% 205-225° C NDSF Acids | " | " | 100,000 gal. |
| Processed Crude Acid | 50¢/gal. for vol.% -205° C NDSF Acids and 35¢/gal. for vol.% 205-225° C NDSF Acids | " | See Appendix B Section I-C2 | 75,000 gal. |
| Disulfides | 1¢/gal. | " | — | 350,000 gal. |
| <u>Processed Acids</u> | | | | |
| "A" Straight Run If %S is 0.05 or less and %H ₂ O is 5.0 or less | 65¢/gal. for vol.% -205° C acid 50¢/gal. for vol.% 205-225° C | " | See Appendix B Section I-C2 | 30,000 gal. |
| If %S is 0.05 or less and %H ₂ O is higher than 5.0 | 60¢/gal. for vol.% -205° C acid 45¢/gal. for vol.% 205-225° C | " | | |
| If %S is higher than 0.05 | 55¢/gal. for vol.% -205° C NDSF acids and 40¢/gal. for vol.% 205-225° C NDSF Acids | | | |

843020024

APPENDIX A**Table 1**

| <u>Crude Materials and Products in Process</u> | <u>Maximum Amount</u> |
|--|-----------------------|
| Green Carbolate Ex Petroleum | 300,000 gal. |
| Coal Tar Green Carbolate | 100,000 gal. |
| Dilute Carbolate in Process | 100,000 gal. |
| Processed Crude Acid | 75,000 gal. |
| Disulfides | 350,000 gal. |
| <u>Processed Acids</u> | |
| "A" Straight Run | 30,000 gal. |
| "B" Straight Run | 20,000 gal. |
| Crude Phenol | 30,000 gal. |
| Crude Ortho Cresol | 40,000 gal. |
| Intermediate Cuts | 20,000 gal. |
| Unfractionated Xylenols | 10,000 gal. |
| BP5th Cut and Residue | 50,000 gal. |
| 30° C Ortho Cresol | 10,000 gal. |
| 29° C Ortho Cresol | 10,000 gal. |
| Ortho Cresol - m.p. under 29° C | 10,000 gal. |
| Meta Para Cresol No. 1 | 20,000 gal. |
| Meta Para Cresol No. 2 | 20,000 gal. |
| Meta Para cresol M-1 | 20,000 gal. |
| Cresylic Acid - Grade A Calanese | 20,000 gal. |
| Cresylic Acid - Grade A Chio-Apex | 10,000 gal. |
| Cresylic Acid - 4th Cut | 10,000 gal. |

| | |
|--|-------------|
| Cresylic Acid - 5th Cut | 5,000 gal. |
| Cresylic Acid - m,p Fraction | 20,000 gal. |
| Cresylic Acid - M-2 | 20,000 gal. |
| Cresylic Acid Special Oil | 10,000 gal. |
| Cresylic Acid - P-2 | 20,000 gal. |
| Cresylic Acid - GHD5 | 10,000 gal. |
| Cresylic Acid - NB 5th Cut | 10,000 gal. |
| Refined Phenol - 39° C Fine Melting Point | 50,000 gal. |
| Refined Phenol - 90% | 50,000 gal. |
| Acid Residue | 25,000 gal. |

APPENDIX A**Table 1**

| <u>Crude Materials and Products in Process</u> | <u>Maximum Amount</u> |
|---|------------------------------|
| Green Carbolate Ex Petroleum | 300,000 gal. |
| Coal Tar Green Carbolate | 100,000 gal. |
| Dilute Carbolate in Process | 100,000 gal. |
| Processed Crude Acid | 75,000 gal. |
| Bisulfides | 350,000 gal. |
| <u>Processed Acids</u> | |
| "A" Straight Run | 30,000 gal. |
| "B" Straight Run | 20,000 gal. |
| Crude Phenol | 30,000 gal. |
| Crude Ortho Cresol | 40,000 gal. |
| Intermediate Cuts | 20,000 gal. |
| Unfractionated Xylenols | 10,000 gal. |
| BB5th Cut and Residue | 50,000 gal. |
| 30° C Ortho Cresol | 10,000 gal. |
| 29° C Ortho Cresol | 10,000 gal. |
| Ortho Cresol - m.p. under 29° C | 10,000 gal. |
| Meta Para Cresol No. 1 | 20,000 gal. |
| Meta Para Cresol No. 2 | 20,000 gal. |
| Meta Para cresol M-1 | 20,000 gal. |
| Cresylic Acid - Grade A Calanese | 20,000 gal. |
| Cresylic Acid - Grade A Chio-Apax | 10,000 gal. |
| Cresylic Acid - 4th Cut | 10,000 gal. |

| | |
|--|-------------|
| Cresylic Acid - 5th Cut | 5,000 gal. |
| Cresylic Acid - m,p Fraction | 20,000 gal. |
| Cresylic Acid - M-2 | 20,000 gal. |
| Cresylic Acid Special QA | 10,000 gal. |
| Cresylic Acid - P-2 | 20,000 gal. |
| Cresylic Acid - GHD5 | 10,000 gal. |
| Cresylic Acid - NB 5th Cut | 10,000 gal. |
| Refined Phenol - 99° C Plus Melting Point | 50,000 gal. |
| Refined Phenol - 90% | 50,000 gal. |
| Acid Residue | 25,000 gal. |

Table 1 (Contd.)

| Type | Schedule for Pricing | Measurement Method | Methods of Analysis | Maximum Amount |
|---|---|-------------------------------|--------------------------------|----------------|
| "B" Straight Run If $\%S$ is 0.05 or less and $\%H_2O$ is 5.0 or less If $\%S$ is 0.05 or less and $\%H_2O$ is higher than 5.0 If $\%S$ is higher than 0.05 | Same as for "A" Straight Run Same as for "A" Straight Run Same as for "A" Straight Run | See Appendix B Section I-A | See Appendix B Section I-C2 | 20,000 gal. |
| Crude Phenol If $\%S$ is 0.05 or less and $\%H_2O$ is 5.0 or less If $\%S$ is 0.05 or less and $\%H_2O$ is higher than 5.0 If $\%S$ is higher than 0.05 | Same as for "A" Straight Run Same as for "A" Straight Run Same as for "A" Straight Run | " | " | 30,000 gal. |
| Crude Ortho Cresol If $\%S$ is 0.05 or less and $\%H_2O$ is 5.0 or less If $\%S$ is 0.05 or less and $\%H_2O$ is higher than 5.0 If $\%S$ is higher than 0.05 | Same as for "A" Straight Run Same as for "A" Straight Run Same as for "A" Straight Run | " | " | 40,000 gal. |
| Intermediate Cuts If $\%S$ is 0.05 or less and $\%H_2O$ is 0.5 or less If $\%S$ is 0.05 or less and $\%H_2O$ is more than 0.5 If $\%S$ is more than 0.05 | Same as for "A" Straight Run Same as for "A" Straight Run Same as for "A" Straight Run | " | " | 20,000 gal. |
| Unfractionated Xylenols If $\%S$ is 0.05 or less and $\%H_2O$ is 0.5 or less If $\%S$ is 0.05 or less and $\%H_2O$ is more than 0.5 If $\%S$ is more than 0.05 | Same as for "A" Straight Run Same as for "A" Straight Run Same as for "A" Straight Run | " | " | 10,000 gal. |
| HB5th Cut and Residue | 404/gal. for vol. % =2500C NDSF Acids | " | " | 50,000 gal. |

843020029

APPENDIX A

Table 2

| <u>Finished Products</u> | <u>Schedule for Pricing</u> | <u>Specifications</u> | <u>Methods of Analysis</u> | <u>Maximum Amount</u> * |
|------------------------------------|---|---|--------------------------------|-------------------------|
| 30° C Ortho Cresol | \$ 1.193 per gal. (f.o.b. Newark, N. J.) | Neutral Oil - 0.25% Max. Sulfur - Max. 0.05% m.p. - over 30° C | See Appendix B Section I-C2 | 10,000 gal. |
| 29° C Ortho Cresol | \$ 1.118 per gal. (f.o.b. Newark, N. J.) | Sulfur - Max. 0.05% Neutral Oil - 0.25% Max. m.p. - 29-30° C | " | 10,000 gal. |
| Ortho Cresol - m.p. under 29° C | \$ 0.896 per gal. for Vol.% -205° C \$ 0.50 per gal. for Vol. % 205-225° C | Sulfur - Max. 0.05% | " | 10,000 gal. |
| Meta Para Cresol No. 1 | \$ 1.067 per gal. | Sulfur - 0.05% Max. Sp. Gr. 15.5/15.5° C. 1.036-1.039 <u>Distillation</u> 2% to 97% to distill within 2° C including 202° C Moisture 0.5% Max. Neutral Oil 0.25% Max. | " | 20,000 gal. |
| Meta Para Cresol No. 2 | \$ 0.993 per gal. (f.o.b. Newark, N.J.) | Sulfur - 0.05% Max. Sp.Gr. 15.5/15.5° C- 1.035-1.039 <u>Distillation</u> 2% to 97% to distill within 3° C including 202° C Moisture - 0.5% Max. Neutral Oil - 0.25% Max. | " | 20,000 gal. |

* Method of Measurements - See Appendix B, Section I-A

Table 2 (Cont'd)

| | | | | |
|--------------------------------------|---|---|---|-------------|
| Meta Para Cresol M-1 | \$1.009 per gal. (f.o.b. Newark, N. J.) | Sulfur - 0.05% Max. Sp. Gr. 15.5/15.5° C 1.035-1.042 Distillation 5% - 203° C Min. 50% - 204° C Max. 95% - 206.5° C Max. Dry - 209° C Max. Moisture - 0.5% Max. Neutral Oil - 0.25% Max. | " | 20,000 gal. |
| Cresylic Acid - Grade A Celanese | \$ 0.723 per gal. (f.o.b. Newark, N. J.) | Water - 0.2% Max. Sp. Gr. 15.5/15.5° C - 1.030-1.050 Distillation IBP 180° C Min. Dry Point - 225° C Max. Sulfur - 0.3% Max. Wt. | " | 20,000 gal. |
| Cresylic Acid - Grade A Ohio-Apex | \$ 0.68 per gal. | Sp. Gr. 15.5/15.5° C - 1.030-1.033 Neutral Oil - 0.25% Max. Distillation IBP - 180° C Min. Dry Point - 230° C Max. Sulfur - 0.02% Max. Moisture - 0.5% Max. | " | 10,000 gal. |
| Cresylic Acid - 4th Cut | \$ 0.803 per gal. | Sp. Gr. 15.5/15.5° C - 1.025-1.027 Moisture - 0.5% Max. Distillation 5% - 210° C Min. 95% - 218° C Max. Sulfur - 0.05% Max. Neutral Oil - 0.25% Max. | " | 10,000 gal. |
| Cresylic Acid - 5th Cut | \$ 0.706 per gal. | Moisture - 0.5% Max. Sulfur - 0.05% Max. Sp. Gr. 15.5/15.5° C - 1.015-1.019 Distillation 5% - 220° C Min. 95% - 224° C Max. Neutral Oil - 0.25% Max. | " | 5,000 gal. |

* Method of Measurement: - See Appendix B, Section I-A

843020031

Table 2 - (Cont'd)

| | | | | |
|---------------------------------|-------------------|--|---|-------------|
| Cresylic Acid - M,P Fraction | \$ 0.846 per gal. | Moisture - 0.2% Max. Sulfur - 0.3% Max. Sp.Gr. 15.5/15.5° C - 1.033-1.034 Distillation 5% - 185° C Min. 97% - 220° C Max. | " | 20,000 gal. |
| Cresylic Acid - M-2 | \$ 0.846 per gal. | Sulfur - Max. 0.05% Sp.Gr. 15.5/15.5° C - 1.034-1.036 Distillation 2% - 202° C Min. Dry - 210° C Max. Moisture - 0.5% Max. Neutral Oil - 0.25% Max. | " | 20,000 gal. |
| Cresylic Acid Special SA | \$ 0.629 per gal. | Sulfur - Max. 0.02% Sp.Gr. 15.5/15.5° C - 1.027-1.028 Distillation IBP - 180° C Min. Dry - 230° C Max. Moisture - 0.5% Max. Neutral Oil - 0.25% Max. | " | 10,000 gal. |
| Cresylic Acid - P-2 | \$ 0.838 per gal. | Sulfur - 0.05% Max. Sp.Gr. 15.5/15.5° C - 1.032 to 1.036 Distillation 2% - 204° C Min. 50% - 206-209° C 97% - 216.5° C Max. Moisture - 0.5% Max. Neutral Oil - 0.25% Max. | " | 20,000 gal. |
| Cresylic Acid - CHB5 | \$ 0.638 per gal. | Moisture - 0.5% Max. Sp.Gr. 15.5/15.5° C - 1.025-1.035 Sulfur - 0.1% Max. Distillation IBP - 180° C Min. 50% - 200-220° C 95% - 230° C Max. Neutral Oil - 1.0% Max. | " | 10,000 gal. |

843020032

Table 2 (Cont'd)

| | | | | |
|--|----------------------------|---|--------------------------------|-------------|
| Cresylic Acid - HB 5th Cut | \$ 0.553 per gal. | Moisture - 0.5% Max. Neutral Oil - 0.25% Max Sulfur - 0.05% Max. Sp.Gr. 15.5/15.5° C - 1.008-1.016 Distillation 2% - 225° C Min. No. Max. | " | 10,000 gal. |
| Refined Phenol - 39° C Plus Melting Point | \$ 1.071 per gal. | Sulfur - Max. 0.05% Melting Point - 39° C Min. | " | 50,000 gal. |
| Refined Phenol - 90% | \$1.057 per gal. | Sulfur - Max. 0.05% Sp.Gr. 15.5/15.5° C - 1.070-1.077 Melting Point - 35.5° C Min. (dry basis) Distillation 2% - 180° C Min. 50% - 182-184° C Dry - 187° C Max. Moisture - 0.2% Max. Neutral Oil - 0.25% Max. | " | 50,000 gal. |
| Acid Residue | 20¢/gal. NDSF Acid -300° C | | See Appendix B Section I-Q3 | 25,000 gal. |

All Finished Products
not Conforming to
Above Specifications

\$ 0.55 per gal. for vol.%
-205° C NDSF Acids
and
\$ 0.40 per gal. for vol.%
205-225° C NDSF Acids

* Method of Measurements - See Appendix B, Section I-A

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APPENDIX A

Table 3

Resin and Molding Powder Plants

Molding Powder

| <u>Black -</u> | <u>Code No.</u> | <u>Schedule for Pricing</u> | <u>Specifications</u> | <u>Methods of Analysis</u> | <u>Measurement Method</u> | <u>Maximum Amount</u> |
|----------------|-----------------------|-----------------------------|--|--------------------------------|--------------------------------|-----------------------|
| | RM -225 | \$ 0.1635 per lb. | App. Density-0.60 -0.02 Flow 9-10 AT. Flow-550-600 | See Appendix B Section II-B | See Appendix B Section II-A | 20,000 lbs. |
| | RM -255 | \$ 0.1763 per lb. | App. Density-0.60 -0.02 Flow - 12 AT. Flow -450-500 | " | " | 4,000 lbs. |
| | RM -302 (Catalin) | \$ 0.1594 per lb. | --- | " | " | 3,000 lbs. |
| | RM -326 | \$ 0.2060 per lb. | App. Density-0.36 -0.02 Grind - 100%-10, Min. 5%-60 Flow-9, AT. Flow - 600-650 | " | " | 2,000 lbs. |
| | RM -382 | \$ 0.1845 per lb. | App. Density-0.7 -0.02 Flow - 12, AT. Flow-350-400 | " | " | 4,000 lbs. |
| | RM -384 | \$ 0.1635 per lb. | App. Density - 0.70 -0.02 Flow - 12, AT. Flow - 300-350 | " | " | 500 lbs. |
| | RM -1000 | \$ 0.1635 per lb. | App. Density - 0.60 - 0.02 Flow - 4, AT. Flow - 200-250 | " | " | 20,000 lbs. |
| | RM -1007 (Leviton) | \$ 0.1635 per lb. | App. Density - 0.62 -0.02 AT. Flow - 150-200, Flow -6, | " | " | 20,000 lbs. |
| | RM -1008 | \$ 0.1657 per lb. | App. Density - 0.62 -0.02 AT. Flow - 100-150, Flow-14-15 | " | " | 4,000 lbs. |
| | RM -1016 | \$ 0.1635 per lb. | App. Density - 0.58 -0.02 Flow - 10 | " | " | 6,000 lbs. |
| | RM -3450 | \$ 0.1635 per lb. | App. Density - 0.60 -0.02 | " | " | 4,000 lbs. |

843020034

APPENDIX A

Table 3 (Cont'd)

Resin and Molding Powder Plants

Molding Powder

Brown

| <u>Code No.</u> | <u>Schedule for Pricing</u> | <u>Specifications</u> | <u>Methods of Analysis</u> | <u>Measurement Method</u> | <u>Maximum Amount</u> |
|---------------------|-----------------------------|--|--------------------------------|--------------------------------|-----------------------|
| RM - 2001 | \$ 0.1635 per lb. | App. Density - 0.60 \pm 0.02 Flow - 8-10 | See Appendix B Section II-B | See Appendix B Section II-A | 5,000 Lbs. |
| RM - 2013 | \$ 0.1635 per lb. | App. Density - 0.60 \pm 0.02 Flow - 14-15 | " | " | 4,000 Lbs. |
| RM - 2016 | \$ 0.1635 per lb. | App. Density - 0.58 \pm 0.02 Flow - 8 | " | " | 8,000 Lbs. |
| RM - 2018 | \$ 0.1635 per lb. | -- | " | " | 5,000 Lbs. |
| RM - 2021 | \$ 0.1635 per lb. | App. Density - 0.60 \pm 0.02 Flow - 12 | " | " | 10,000 Lbs. |
| RM - 2022 | \$ 0.1635 per lb. | App. Density - 0.6 \pm 0.02 Flow - 8-10 | " | " | 4,000 Lbs. |
| RM - 371 (Green) | \$ 0.2294 per lb. | AT. Flow - 650-750 Chips | " | " | 2,000 Lbs. |

Crude and Prepared Resin

| | | | | | |
|----------------------------|-------------------|---|---|---|-------------|
| Crude Resin (Two Stage) | \$ 0.2210 per lb. | Melting point - 84-92°C Ash tray test - pass | " | " | 40,000 Lbs. |
| Prepared Resin (Two Stage) | \$ 0.2380 per lb. | Ash tray test - pass | " | " | 10,000 Lbs. |

NOTE: Preform - All Molding Powders - Min. 16 grams
 Pour - " " " - Max. 25 sec.
 Grind - " " " - Except #326 and #371

843020035

APPENDIX A

Table 4

Raw Materials, Resin and Molding Powder

| <u>Item</u> | <u>Approximate Quantity</u> | <u>Unit * Value ¢/Lb.</u> | <u>Method of Measurement</u> |
|--------------------------|---------------------------------|-----------------------------------|----------------------------------|
| Ammonia | 2,000 Lbs. | 4¢ | See Appendix B Section II-A |
| Abalyn (plasticizer) | 600 | 21 | |
| Asbestos TRF | 60,000 | 2.6 | |
| Asbestos MK | 20,000 | 2.9 | |
| BO-4073 (Dye) | 350 | 9 | |
| BNB-Paper Pulp | 800 | 8 | |
| Black Superbo (Dye) | 1,250 | 37 | |
| Black Witco So (Dye) | 1,675 | 14.75 | |
| BU-5863 | 500 | 6.75 | |
| BU-9965 | 2,300 | 6.75 | |
| Brake Grindings (filler) | 3,220 | 2.74 | |
| Calcium Stearate | 1,300 | 36 | |
| Calcium Chloride | 120 | 2 | |
| Calcium Oxide | 650 | 1.3 | |
| Carton Wax | 440 | 24.5 | |
| Caustic Flake | 600 | 5.7 | |
| Coconut Shells | 3,800 | 3.25 | |
| Chrome Yellow | 250 | 31 | |
| Furfural | 750 | 15 | |
| Formalin | 30,000 | 3.3 | |
| Graphite 057 | 50 | 9.3 | |
| Hexa | 20,000 | 22 | |
| Irox Red 1370 | 900 | 13 | |
| Lakem R-6 | 225 | \$1.25 | |
| Manganese Dioxide | 400 | 5¢ | |
| Magnesium Oxide | 1,000 | 22 | |
| Mineralite DX | 250 | 2.1 | |
| Paper Pulp | 2,000 | 11 | |
| Peacock Blue 1201 | 223 | 95 | |
| Plastic Blue 1021 | 175 | \$1.00 | |
| RL-1-Red Wax | 1,500 | 7¢ | |
| RL-4 | 82 | 40 | |
| R-8098 | 2,000 | 13.5 | |
| Resin Nubian | 2,000 | 59 | |
| Resin Oil Red | 200 | \$2.23 | |
| Scarlet ZBL | 375 | \$1.31 | |
| Silvacon 412G | 20,000 | 3.75¢ | |
| Stearic Acid | 500 | 14 | |
| T. Pure R-110 | 500 | 25.5 | |
| Walnut Hulls | 80,000 | 3.75 | |
| Whiting 629 | 5,000 | 1.31 | |
| Wood Floor | 40,000 | 3.5 | |
| Yellow 3 | 200 | \$1.91 | |

* Unit values are all in cents per pound except where dollar sign (\$) is used which indicates dollars per pound.

APPENDIX A

Table 5

Drums, Cans, Bags, Etc.

| <u>Item</u> | <u>Description</u> | <u>Max. Quantity</u> | <u>Unit Value</u> | <u>Measurement</u> |
|-----------------------|-----------------------|----------------------|-------------------|--------------------|
| <u>Tar Plant</u> | | | | |
| Returnable Drums | 16 Gauge - Galvanized | 25 | \$ 2.00/ea. | Count |
| Non-returnable Drums | 18 Gauge | 25 | 2.00 " | " |
| " " " | 18 Gauge | 50 | 2.00 " | " |
| Cans | 5 Gal. | 150 | 0.77 " | " |
| Cans | 1 Gal. | 1,444 | 145.60/1,000 | " |
| Cases of 1 Gal. Cans | 6 to Case | 682 | 153.20/1,000 | " |
| Enamel Drums | 55 Gal. | 260 | 1.82/ea. | " |
| <u>Resin Plant</u> | | | | |
| Paper Bags | 50# Size | 3,200 | \$ 148.65/1,000 | " |
| Paper Bags | 100# Size | 950 | 283.25/1,000 | " |
| Leverpac Drums Popola | Used | 35 | 1.50/ea. | " |
| Leverpac Drums Popola | New | 525 | 2.00/ea. | " |
| Varnish Drums | | 57 | 2.00/ea. | " |

APPENDIX B

Measurement, Sampling and Methods of Analysis

I. Acid Plant Inventory

A. Method of Measurement

In determining volume of tanks, methods recommended in the A.S.T.M. manuals, "Measurement and Sampling of Petroleum and Petroleum Products", published February, 1953, and "Calibrating Liquid Containers, Upright Tanks", published January, 1954, shall be used. If the condition of certain tanks is such as to make it impossible to apply the methods recommended by the manuals referred to above, it is agreed that both parties will mutually work out a satisfactory method with final authority for acceptance to be placed with individuals designated by each party.

Certain of the large storage tanks have been calibrated by Charles Martin or other professional gaugers and have gauge tables recognized for the purchase or sale of materials. These tables shall be used to convert gauge measurements to gallons.

Reilly have gauge tables prepared for the tanks that have not been calibrated by professional gaugers. Reilly agrees to accept any or all of these gauge tables as correct. Consol may accept or reject any of these gauge tables. The tanks whose gauge tables are rejected by Consol will be calibrated by Consol and Reilly using the methods of the "ASTM Manual on Calibrating Liquid Containers - Upright Tanks"; January, 1954. For horizontal tanks the ASTM method will be followed insofar as applicable and the gauges may be converted into gallons by using the methods given in "Steel Plates and Their Fabrication" by Lukens Steel Company, 1947 edition, pages 176 to 179 and page 336.

The gauging of a tank containing sediment presents a difficult problem and in certain cases the volume of material involved may justify transferring the tank contents to a clean tank for measurement. Such cases are to be settled by mutual agreement of the two gauging parties.

The volumes of inventory materials determined by the methods herein outlined shall be corrected to a standard temperature of 60°F in all cases.

B. Sampling

Withdraw a one-gallon sample from each tank holding carbolates and a one-quart sample from each tank containing processed crude acids, processed acids, and finished products. In sampling drums withdraw samples of each type of product from at least one drum of a lot of ten or less. If the lot consists of more than ten drums sample every tenth drum.

Label all samples according to type, source, and date taken. Follow the same procedure in sampling tanks of disulfides.

Each sample is to be sent to Research and Development Division, Pittsburgh Consolidation Coal Company, Library, Pennsylvania, Attention: Dr. M. B. Neuworth for analysis by Consol. A Reilly observer will be placed at Library to observe the analysis for acceptance of the results by Reilly.

C. Methods of Analysis

1. Analysis of Carbolate for Cresylic Acids

The purpose of this method is to determine; (a) the volume percent of dry, neutral oil-free, sulfur-free acids (NDSF acid) distilling to 205°C, and (b) a similar fraction distilling from 205°C to 225°C.

By means of a graduated cylinder, transfer sufficient carbolate, preferably 1,000 ml. to a suitable beaker to produce at least 100 ml. of dried crude acids. Record volume of carbolate taken in ml. Add sufficient 50% sulfuric acid while stirring to reduce the pH of the mixture to 5, maintaining the temperature below 50°C.

Allow the mixture to settle for at least an hour in a separatory funnel before draining and discarding the Sodium Sulfate Solution. The separated acids can then be withdrawn into a graduated cylinder. Record the volume in ml. and designate (WCA) which means "volume of wet crude acids".

Dry the entire volume of wet crude acids by use of the apparatus specified by ASTM designation D95-46. In this case do not add hydrocarbon solvent since the dry acids are to be subsequently distilled. Separate the water from the acids which distill over by salting out with NaCl. Return the dry distillate to the bulk of the dried product after cooling to room temperature. Measure and record the ml. of dry crude acids (DCA).

Transfer a 100 ml. aliquot of the dry crude acids to a 200 ml. MCA distillation flask and distill according to the Barrett Method No. 17, "Distillation by Fixed Volume". Record the volume which distills to 205°C and the volume of the fraction which distills between 205 and 225°C. These two fractions are referred to as UCF and UHF, respectively.

Determine the percent total sulfur in each fraction by the Shell-Braun apparatus. Convert to percent sulfur compounds by multiplying the percent sulphur in each case by 4.

Determine percent neutral oil in each fraction by transferring a 10 ml. sample to a Babcock milk test bottle. Add approximately 25 ml. of a 10% aqueous solution of caustic soda and shake the mixture vigorously for 5 minutes. Add sufficient additional 10% caustic soda to bring the liquid level to the top of the graduated cone. Centrifuge the Babcock bottle for 5 minutes at approximately 1800 rpm and record the volume of the neutral oil, which comes to the surface. The percent neutral oil in each fraction is calculated by multiplying the ml. of neutral oil by ten.

Correct both fractions for sulfur compounds and neutral oil and determine the volume percent of dry, neutral oil-free, sulfur-free fraction distilling to 205°C (NDSF-205) and of the 205-225°C fraction (NDSF-205-225) in the carbolate.

These values are obtained by applying the following formula:

$$\text{Vol. \% -205°C NDSF Acids} = \frac{(\text{DCA}) (\text{UCF}) [1 - (\% \text{ S} \times 0.04) - (\% \text{ NO} \times 0.01)]}{\text{ml. Carbolate taken}}$$

$$\text{Vol. \% 205-225°C NDSF Acids} = \frac{(\text{DCA}) (\text{UHF}) [1 - (\% \text{ S} \times 0.04) - (\% \text{ NO} \times 0.01)]}{\text{ml. Carbolate taken}}$$

Where:

DCA = ml. of dry crude acids recovered from carbolate

UCF = ml. of dry crude acids distilling to 205°C

UHF = ml. of dry crude acids distilling between 205 and 225°C

S = Sulfur

NO = Neutral oil

2. Analysis of Crude, Processed or Refined Acids

a. Moisture

Determine according to "Method no. 8", Barrett's "Tar Acid Testing Methods".

b. Dehydration

Dry 150 ml. of wet acids by use of the apparatus specified by ASTM designation D95-46. In this case do not add hydrocarbon solvent since the dry acids are to be subsequently distilled. Separate the water from the acids which distill over the salting out with NaCl. Return the dry distillate to the bulk of the dried product after cooling to room temperature. Measure and record the volume of dry crude acids.

c. Distillation Range

Use procedure set forth in Barrett's "Tar Acid Testing Methods", Method No. 17. Make sure to record Vol.% distilling to 205°C and Vol.% 205-225°C.

d. Sulphur

Determine % sulfur in fraction distilling to 205°C and in fraction distilling from 205 to 225°C by the Shell-Braun apparatus. To obtain percent sulfur compounds, multiply percent sulfur by four.

e. Neutral Oil

Determine percent neutral oil in fraction distilling to 205°C and in fraction distilling from 205 to 225°C as follows:

Transfer a 10 ml. sample to a Babcock milk test bottle. Add approximately 25 ml. of a 10% aqueous solution of caustic soda and shake the mixture vigorously for 5 minutes. Add sufficient additional 10% caustic soda to bring the liquid level to the top of the graduated cone.

Centrifuge the Babcock bottle for 5 minutes at approximately 1800 rpm and record the volume of neutral oil which comes to the surface.

The percent neutral oil is calculated by multiplying the ml. of neutral oil found by ten.

f. Melting Point of Phenol or Ortho-Cresol

Apparatus

Total Immersion Thermometer graduated in 0.1°C divisions covering range required.

Test Tubes 1" x 6"

Stirring rod bent into ring at bottom to fit bottom of tube.

Water bath.

Other common laboratory apparatus.

Procedure

A sample of the material is placed in the test tube to a level of approximately 4 inches and the tube supported in the water bath, the level of the water being the same as the level of the sample. The thermometer is then placed in the sample along with the stirrer. In case of a liquid, the bath should be adjusted below the estimated freezing temperature of the sample and the sample crystallized noting the approximate freezing point of the material. The material is then remelted and the bath temperature adjusted $0.5^{\circ}\text{C}.$ below the approximate freezing point. The temperature of the sample is noted continuously. It will fall for a time and as crystallization takes place will rise to a maximum and then fall again. This maximum temperature is the freezing point of the material. This procedure should be followed again to check the first value, maintaining the bath temperature $0.5^{\circ}\text{C}.$ below the freezing point determined above. During the entire procedure, it is necessary to maintain a steady up and down stirring action. A good rate is approximately 60 strokes per minute. In the case of a solid at room temperature, it is necessary to raise bath temperature to melt the sample noting the approximate melting point and following the procedure outlined above. In some cases the material tends to super-cool below its melting point without crystallization. Crystallization can be obtained in some instances by vigorous stirring, or by tapping the side of the tube with the stirring rod. If this does not work, seeding must be applied. This consists of adding a small particle of previously formed crystals to the super-cooled material and stirring.

In cases where the melting temperature varies substantially from that of the surroundings, it is necessary to apply a thermometer correction. A suitable correction is:

$$C = 0.00016 n (T-t)$$

When n is the number of degrees on the thermometer stem not exposed to

the sample, T is the temperature of the sample, and t is the temperature of the surroundings.

3. Analysis of Acid Residue

Transfer 500 ml. of acid residue to a 1000 ml. Florence flask fitted with a standard distillation head with appropriate vapor offtake, thermometer placed with bulb at vapor offtake, and with air condenser.

Distill at atmospheric pressure to a vapor temperature of 300°C. collecting the distillate in a 1000 ml. separatory funnel.

To the cooled distillate add 500 ml. of 20% NaOH, shake for 5 min. and allow the phases to separate.

Withdraw the cresylate layer and analyze for NDSF acids distilling to 300°C. (see Appendix B Sec. I - Cl). Note higher temperature limit for this material.

II. Resin and Molding Powder Inventory

A. Sampling and Inspection

Count and note weight and/or other identification of all materials in manufacturer's original containers. This procedure will include all packaged raw materials as well as finished molding powder. Liquids such as alcohol, formalin, etc., will be measured by volume in holding tanks. Crude and prepared resin will be measured by weight in "handling" drums. Two one-quart samples of resin batches and finished powders shall be taken with a "thief" from selected containers, one pair of samples for each 5,000 lbs.

B. Methods of Analysis

1. Molding Compounds

a. Apparent Density and Bulk Factor

See A.S.T.M. method D-954-50.

b. Particle Size

Use standard screens.

c. Ash Tray Flow

Thirty-five (35) grams of molding powder are placed in the ash tray mold at a temp. of 310°F. The pressure is varied until a molded tray 15 grams in weight is obtained. The required pressure determines the stiffness or flow of the powder. The designated flow is read from a chart which Reilly will make available.

d. Cup Close Flow

Charge 147 grams of the powder into the heated mold cavity, temp. 310°F, and record the time required for the mold to close completely. Time at a definite pressure is the measure of the stiffness of the powder.

e. Extruder Flow

Preform a four (4) gram sample of the powder and place on a moveable verticle ram. The ram proceeds upward and extrudes the powder through an orifice. The course of the powder and length of extrusion are inscribed on a chart. (This will be supplied by Reilly.) The curve obtained as related to pressure is an indication of the flow.

f. Preform Properties

Charge the 1-1/8" diameter preform mold with 7 grams of powder and place in Carter press at a pressure of 7,000 psi. Place four such preforms in a quart can and tumble for three minutes. The residual weight of the pills is a measure of the preform quality of the powder.

g. Cure Time

Mold a 2" x 1/8" disc at 310°F at 3200 psi. Record the time in minutes and fractions thereof for the molded piece to be free of surface blisters.

h. Molded Specific Gravity

Determine according to A.S.T.M. method, D-792-50A.

i. Shrinkage

Determine according to A.S.T.M. method, D-955-51 employing a five cavity bar mold.

j. Pour

Determine according to A.S.T.M. method D-392-38.

2. Resins

a. Melting Point

Determine the melting point of the resin by the copper bar method. (newark version).

b. Ash Tray Test - Crude Resin

Make up a lab. batch of molding compound as follows:

| | | |
|-------------|---|-------------|
| 100 grams | - | Crude Resin |
| 8-1/2 grams | - | Hexa. |
| 1/2 grams | - | Ca St |
| 1/2 gram | - | Zn St |
| 1/2 gram | - | Mg O |
| 110 grams | - | Wood Flour |

The ingredients are mixed in a pan and then rolled for 1 minute roll temps. 200° front 300° back. After cooling an ash tray is molded 1 min. and examined. The surface of the molded piece should be glassy and relatively free of blisters.

c. Ash Tray Test - Prepared Resin

Make up a lab. batch of molding compound as follows:

| | | |
|-----------|---|----------------|
| 100 grams | - | prepared resin |
| 100 grams | - | wood flour |

The ingredients are mixed in a pan and then rolled for 1 min., roll temperatures 200° front, 300° back. After cooling an ash tray is molded 1 min. and examined. The surface of the molded piece should be glassy and relatively free of blisters.

C. Molding Powder Properties

The properties of the molding powders shown in Table 3 of Appendix A are to be determined by the methods of analysis described herein. The results should conform to the specifications shown in Table 3. Consol shall have the right to refuse payment for any powders which do not conform to these specifications.

Table 1

012

Page 1

| Description | | Approximate Amount | Unit Price |
|-----------------------------|--|-----------------------|------------|
| BUNDLES RETURN WELDING C.I. | | | |
| 1-1/4" | | 3 | \$0.59 |
| 1-1/2 | | 10 | 0.76 |
| 2 | | 4 | 1.24 |
| 3 | | 7 | 3.24 |
| 1-1/4 | | 2 | 2.42 |
| 1-1/4 x 1 | | 793 | 0.13 |
| 1-1/4 | | 430 | 0.13 |
| 1-1/2 | | 382 | 0.15 |
| 2 | | 226 | 0.18 |
| 2-1/2 | | 124 | 0.25 |
| 3 | | 53 | 0.34 |
| 4 | | 72 | 0.69 |
| 4-1/2 | | 24 | 1.20 |
| 5 | | 3 | 1.20 |
| 6 | | 7 | 1.44 |
| 8 | | 17 | 2.70 |
| 1 | | 15 | 0.16 |
| 1-1/2 | | 13 | 0.23 |
| 2 | | 22 | 0.26 |
| 2 x 1/2 | | 3 | 1.16 |
| 2 x 3/4 | | 5 | 1.16 |
| 2 x 1 | | 6 | 1.16 |
| 1/8 | | 34 | 0.063 |
| 1/4 | | 171 | 0.063 |
| 3/8 | | 36 | 0.063 |
| 1/2 | | 29 | 0.084 |
| 3/4 | | 33 | 0.115 |
| 1 | | 27 | 0.14 |
| 1-1/4 | | 24 | 0.18 |
| 1-1/2 | | 25 | 0.24 |
| 2 | | 16 | 0.315 |
| 2-1/2 | | 16 | 0.55 |
| 3 | | 15 | 0.77 |
| 4 | | 13 | 1.39 |
| 6 | | 7 | 4.72 |
| 1/2 | | 10 | 0.10 |
| 1-1/4 | | 2 | 0.22 |
| 1-1/2 | | 4 | 0.30 |
| 2 | | 12 | 0.57 |
| 3 x 1-1/2 | | 1 | 4.38 |
| 3 x 2 | | 3 | 4.38 |
| 4 x 3 | | 2 | 5.13 |
| 2 x 1 | | 4 | 1.24 |
| 3 | | 3 | 1.75 |
| 4 | | 11 | 2.64 |
| 1/8 | | 107 | 0.05 |
| 1/4 | | 34 | 0.05 |
| 1/8 | | 36 | 0.05 |
| COUPLINGS - Galv. Standard | | | |
| COUPLINGS Weld | | | |
| E.H. Red Black Wall. | | | |
| Arco Std. I.E. | | | |
| Standard | | | |

| Description | Size | Approximate Amount | Unit Price |
|--------------------|---------------|--------------------|------------|
| COILS Standard | | | |
| | 1/2" | 27 | \$0.07 |
| | 3/4 | 9 | 0.10 |
| | 1 | 31 | 0.14 |
| | 1-1/4 | 13 | 0.17 |
| | 1-1/2 | 15 | 0.23 |
| | 2 | 28 | 0.35 |
| | 2-1/2 | 2 | 0.65 |
| | 3 | 7 | 0.96 |
| | 4 | 8 | 1.76 |
| | 6 | 12 | 4.27 |
| | 8 | 1 | 10.12 |
| Extra Heavy | | | |
| | 5 | 7 | 3.28 |
| | 1-1/2 | 2 | 0.53 |
| | 2 | 3 | 0.90 |
| Red Wall. Std. | | | |
| | 3 | 7 | 1.75 |
| | 1-1/4 x 3/8 | 1 | 0.26 |
| | 2 x 1/2 | 5 | 0.47 |
| | 2 x 3/4 | 1 | 0.47 |
| | 2 x 1 | 4 | 0.47 |
| | 2 x 1-1/2 | 2 | 0.47 |
| | 2-1/2 x 1-1/4 | 2 | 0.47 |
| | 3 x 3/4 | 1 | 1.18 |
| | 3 x 2 | 1 | 1.18 |
| | 4 x 2 | 5 | 2.36 |
| C I 90° Scrd. | | | |
| | 1/8 | 26 | 0.09 |
| | 1/4 | 36 | 0.09 |
| | 3/8 | 28 | 0.09 |
| | 1/2 | 24 | 0.10 |
| | 3/4 | 56 | 0.13 |
| | 1 | 20 | 0.15 |
| | 1-1/4 | 22 | 0.22 |
| | 1-1/2 | 18 | 0.30 |
| | 2 | 21 | 0.45 |
| | 2-1/2 | 1 | 0.78 |
| | 3 | 8 | 1.19 |
| | 4 | 4 | 2.16 |
| | 6 | 1 | 4.86 |
| | 8 | 2 | 9.97 |
| C I 45° Scrd. Std. | | | |
| | 1/8 | 266 | 0.09 |
| | 1/4 | 26 | 0.09 |
| | 3/8 | 39 | 0.09 |
| | 1/2 | 16 | 0.11 |
| | 3/4 | 15 | 0.14 |
| | 1 | 13 | 0.17 |
| | 1-1/4 | 15 | 0.24 |
| | 1-1/2 | 18 | 0.34 |
| | 2 | 10 | 0.48 |
| | 3 | 4 | 1.30 |
| | 4 | 4 | 2.43 |
| | 6 | 6 | 5.40 |

| Description | Size | Approximate Amount | Unit Price |
|------------------------------|-------|--------------------|------------|
| ELLS 90° SI Scrd. C. I. | 1/2" | 5 | \$0.28 |
| | 3/4 | 12 | 0.34 |
| | 1 | 13 | 0.41 |
| | 1-1/4 | 8 | 0.59 |
| | 1-1/2 | 9 | 0.76 |
| | 2 | 7 | 1.05 |
| | 3 | 6 | 2.38 |
| | 4 | 7 | 4.75 |
| " C. I. 45° XH Scrd. | 1/2 | 9 | 0.33 |
| | 3 | 6 | 0.39 |
| | 1 | 10 | 0.46 |
| | 1-1/4 | 3 | 0.65 |
| | 1-1/2 | 6 | 0.84 |
| | 2 | 12 | 1.19 |
| | 3 | 3 | 2.70 |
| | 4 | 4 | 5.40 |
| | 8 | 2 | 21.60 |
| " C. I. 90° Reducing Std. | 1/2 | 88 | 0.11 |
| | 1 | 30 | 0.17 |
| | 1-1/4 | 30 | 0.24 |
| | 2-1/2 | 3 | 0.49 |
| " C. I. 90° Flanged | 2 | 15 | 3.96 |
| | 3 | 4 | 5.17 |
| | 4 | 4 | 6.88 |
| | 6 | 8 | 11.83 |
| | 8 | 1 | 18.15 |
| " Steel 90° Scrd. | 3/8 | 1 | 0.54 |
| | 1 | 9 | 0.90 |
| | 1-1/2 | 6 | 1.52 |
| | 2 | 12 | 1.92 |
| | 3 | 9 | 5.64 |
| " Welding Std. 90° | 3/4 | 5 | 0.66 |
| | 1 | 6 | 0.79 |
| | 1-1/4 | 4 | 0.92 |
| | 1-1/2 | 10 | 1.12 |
| | 2 | 4 | 1.39 |
| | 2-1/2 | 2 | 2.25 |
| | 3 | 7 | 3.25 |
| | 4 | 6 | 5.08 |
| | 5 | 4 | 7.21 |
| | 6 | 6 | 10.50 |
| | 8 | 8 | 19.95 |
| | 1 | 9 | 0.13 |
| | 1-1/4 | 10 | 0.30 |
| | 1-1/2 | 18 | 0.40 |
| | 2 | 1 | 0.57 |
| | 3 | 6 | 1.73 |
| " Welding Steel 90° FS Scrd. | 2 | 6 | 1.93 |
| " Wall. 45° Scrd. Std. | 1/4 | 55 | 0.11 |
| | 2 | 17 | 0.62 |
| | 3 | 5 | 3.66 |
| | 3/8 | 5 | 0.39 |

XH

| Description | Size | Approximate Amount | Unit Price |
|--------------------------|-------|--------------------|------------|
| ALLS Mall. 45° Scrd. X H | 3/4" | 1 | \$0.59 |
| " Galv. 90° Scrd. Std. | 3/4 | 4 | 0.13 |
| | 1 | 11 | 0.16 |
| | 1-1/2 | 8 | 0.49 |
| | 2 | 16 | 0.70 |
| " Galv. 45° Scrd. Std. | 3 | 3 | 2.16 |
| | 3/4 | 2 | 0.15 |
| | 1 | 6 | 0.17 |
| | 2 | 17 | 0.76 |
| FLANGES C I Scrd. Std. | 3 | 5 | 2.41 |
| | 1 | 2 | 0.74 |
| | 1-1/4 | 8 | 0.80 |
| | 1-1/2 | 11 | 0.84 |
| | 2 | 11 | 0.94 |
| | 2-1/2 | 6 | 1.03 |
| | 3 | 26 | 1.27 |
| | 4 | 15 | 1.90 |
| | 6 | 4 | 2.75 |
| | 8 | 6 | 4.13 |
| " C I X.H. Scrd. | 10 | 1 | 6.05 |
| | 1-1/4 | 5 | 1.47 |
| | 1-1/2 | 8 | 1.51 |
| | 2 | 14 | 1.65 |
| | 2-1/2 | 12 | 1.84 |
| | 3 | 11 | 2.28 |
| " Std. Steel Cord. Std. | 4 | 9 | 3.41 |
| | 1-1/2 | 18 | 2.09 |
| | 2 | 18 | 2.30 |
| | 2-1/2 | 2 | 2.71 |
| | 3 | 11 | 3.13 |
| | 4 | 4 | 4.18 |
| " Steel XH Scrd. | 8 | 3 | 9.18 |
| | 1-1/4 | 6 | 2.62 |
| | 1-1/2 | 12 | 2.91 |
| | 2 | 12 | 3.20 |
| | 3 | 10 | 4.36 |
| " Slip-on Std. Welding | 4 | 6 | 5.82 |
| | 1-1/4 | 6 | 1.58 |
| | 2 | 4 | 1.94 |
| | 3 | 9 | 2.64 |
| | 4 | 6 | 3.53 |
| | 8 | 3 | 7.31 |
| | 10 | 1 | 10.04 |
| " " 300# | 12 | 1 | 16.73 |
| | 2 | 5 | 2.71 |
| | 3 | 2 | 3.69 |
| | 4 | 10 | 4.92 |
| | 6 | 8 | 9.30 |
| " " 600# | 2 | 1 | 5.59 |
| " Welding Neck Std. | 3 | 4 | 3.69 |
| | 4 | 5 | 4.92 |

| Description | Size | Approximate Amount | Unit Price |
|---|---|--|---|
| FLANGES Welding Neck Std. " " " X.H. | 6 3 4 6 3/4 1 2 2-1/2 1 6 8 2 | 1 1 3 6 7 9 2 8 2 9 2 2 | \$7.19 4.49 7.13 9.63 0.90 1.04 1.86 2.35 4.14 5.87 10.35 3.72 |
| " Union CI | 1-1/2 2 2-1/2 1 6 8 2 | 138 7 7 261 129 60 120 27 18 3 | 0.77 4.00 0.22 Ft. 0.24 0.27 0.50 0.33 0.36 0.40 0.45 0.60 |
| " Galv. " C I not tapped " Tank | 2 1-1/2 6 | 2 138 7 | 3.72 0.77 4.00 |
| INSULATION COVERING PIPE | 1/2 3/4 1 1-1/4 1-1/2 2 2-1/2 3 6 2 x 6 x 36 2 3 1 1/8 1/4 3/8 1/2 3/4 1 1-1/4 1-1/2 2 2-1/2 3 4 6 8 1/4 3/8 1/2 3/4 1 1-1/4 1-1/2 2 2-1/2 3 4 6 8 | 399 Ft. 231 261 129 60 120 27 18 3 414 117 Ft. 63 3 434 348 226 221 378 273 278 349 171 9 60 77 8 3 53 69 123 161 119 157 202 135 102 26 3 4 | 0.22 Ft. 0.24 0.27 0.50 0.33 0.36 0.40 0.45 0.60 0.55 0.43 Ft. 0.54 0.71 0.0525 0.0525 0.0525 0.063 0.063 0.0945 0.1155 0.127 0.180 0.336 0.41 0.70 2.49 3.57 0.0735 0.0735 0.084 0.0945 0.1365 0.1785 0.2205 0.2835 0.279 1.05 3.99 5.29 |
| " Blocks " Pipe Cover Snap On | 2 x 6 x 36 2 | 414 117 Ft. | 0.55 0.43 Ft. |
| NIPPLES STD. BLACK | 1/8 1/4 3/8 1/2 3/4 1 1-1/4 1-1/2 2 2-1/2 3 4 6 8 1/4 3/8 1/2 3/4 1 1-1/4 1-1/2 2 2-1/2 3 4 6 8 | 434 348 226 221 378 273 278 349 171 9 60 77 8 3 53 69 123 161 119 157 202 135 102 26 3 4 | 0.0525 0.0525 0.0525 0.063 0.063 0.0945 0.1155 0.127 0.180 0.336 0.41 0.70 2.49 3.57 0.0735 0.0735 0.084 0.0945 0.1365 0.1785 0.2205 0.2835 0.279 1.05 3.99 5.29 |
| NIPPLES EXTRA HEAVY BLACK | 1/4 3/8 1/2 3/4 1 1-1/4 1-1/2 2 2-1/2 3 4 6 8 | 53 69 123 161 119 157 202 135 102 26 3 4 | 0.0735 0.0735 0.084 0.0945 0.1365 0.1785 0.2205 0.2835 0.279 1.05 3.99 5.29 |

Description

8100

Approximate

Amount

Unit Price

RIFLES calv.

Pipe Std. Steel Black

" I R

PLUGS C I Std.

TEES C I SCND. STD.

| | | |
|-------|------|------------|
| 1 1/8 | 11 | 40.063 |
| 1 1/2 | 12 | 0.043 |
| 3/4 | 132 | 0.04 |
| 1 1/2 | 121 | 0.2155 |
| 2 1/2 | 85 | 0.1705 |
| 2 1/8 | 119 | 0.271 |
| 2 1/4 | 84 | 4.49 B |
| 2 1/4 | 231 | 5.55 |
| 2 1/4 | 63 | 6.05 |
| 2 1/4 | 294 | 7.19 |
| 2 1/4 | 168 | 9.26 |
| 2 1/4 | 294 | 13.39 |
| 2 1/4 | 294 | 17.49 |
| 2 1/4 | 294 | 20.79 |
| 2 1/4 | 294 | 27.76 |
| 2 1/4 | 126 | 56.21 |
| 2 1/4 | 546 | 90.24 |
| 2 1/4 | 42 | 250.56 |
| 2 1/4 | 504 | 14.06 C P. |
| 2 1/4 | 231 | 20.05 |
| 2 1/4 | 147 | 45.08 |
| 2 1/4 | 19 | 91.28 |
| 2 1/4 | 1155 | 142.29 |
| 2 1/4 | 240 | 283.06 |
| 2 1/4 | 42 | 409.82 |
| 2 1/4 | 34 | 0.04 |
| 2 1/4 | 17 | 0.04 |
| 2 1/4 | 128 | 0.04 |
| 2 1/4 | 73 | 0.04 |
| 2 1/4 | 28 | 0.05 |
| 2 1/4 | 30 | 0.05 |
| 2 1/4 | 54 | 0.07 |
| 2 1/4 | 20 | 0.10 |
| 2 1/4 | 23 | 0.14 |
| 2 1/4 | 9 | 0.23 |
| 2 1/4 | 16 | 0.33 |
| 2 1/4 | 8 | 0.58 |
| 2 1/4 | 1 | 0.96 |
| 2 1/4 | 3 | 1.15 |
| 2 1/4 | 4 | 0.40 |
| 2 1/4 | 2 | 2.40 |
| 2 1/4 | 27 | 0.11 |
| 2 1/4 | 65 | 0.11 |
| 2 1/4 | 28 | 0.11 |
| 2 1/4 | 23 | 0.14 |
| 2 1/4 | 38 | 0.18 |
| 2 1/4 | 10 | 0.20 |
| 2 1/4 | 14 | 0.33 |
| 2 1/4 | 22 | 0.41 |
| 2 1/4 | 17 | 0.65 |
| 2 1/4 | 4 | 1.03 |

| Description | Qty | Approximate Amount | Unit Price |
|--------------------------------|-------|--------------------|------------|
| THS C I Sord. Std. | | | |
| | 3 | 16 | \$1.51 |
| | 3-1/2 | 8 | 2.35 |
| | 4 | 5 | 2.92 |
| | 8 | 1 | 19.50 |
| " C I Flanged Std. | 2 | 7 | 5.23 |
| | 3 | 1 | 6.60 |
| | 4 | 1 | 11.00 |
| | 6 | 1 | 15.95 |
| | 8 | 1 | 23.65 |
| " Galv. Sord. Std. | 1/2 | 9 | 0.09 |
| | 3/4 | 16 | 0.12 |
| | 1 | 25 | 0.15 |
| | 1-1/2 | 9 | 0.47 |
| | 2 | 15 | 0.66 |
| | 1/8 | 175 | 0.78 |
| " Steel Std. | 1/4 | 2 | 0.78 |
| | 3/8 | 8 | 0.78 |
| | 3/8 | 13 | 0.41 |
| | 1/2 | 7 | 0.44 |
| | 3/4 | 46 | 0.49 |
| | 1 | 8 | 0.59 |
| | 1-1/4 | 11 | 0.81 |
| | 1-1/2 | 6 | 1.05 |
| | 2 | 7 | 1.40 |
| | 2-1/2 | 1 | 2.36 |
| | 3 | 7 | 3.46 |
| | 4 | 5 | 6.48 |
| " C I X.H. Sord. Red | 3/8 | -0- | 0.59 |
| | 3/4 | 3 | 0.95 |
| | 1-1/4 | 10 | 1.07 |
| | 2-1/2 | 15 | 1.61 |
| | 3 | 1 | 2.50 |
| | 3-1/2 | 5 | 0.29 |
| | 3/8 | 4 | 0.31 |
| | 1/2 | 12 | 2.43 |
| " Galv. Std. | 1 | 4 | 0.49 |
| | 1-1/2 | 6 | 0.84 |
| | 1-1/2 | 7 | 0.84 |
| | 1-1/2 | 2 | 0.84 |
| | 1-1/2 | 1 | 0.84 |
| | 3 | 3 | 1.61 |
| | 4 | 2 | 3.22 |
| | 1-1/2 | 2 | 0.39 |
| | 3/4 | 4 | 1.05 |
| | 1 | 9 | 1.27 |
| | 1/8 | 15 | 0.65 |
| | 1/4 | 9 | 0.69 |
| | 3/8 | 4 | 0.69 |
| | 1/2 | 2 | 0.38 |
| | 1-1/4 | 4 | 1.57 |
| | 1-1/2 | 5 | 2.00 |
| " Welded Steel UNIONS FITRO | | | |

| Description | Size | Approximate Amount | Unit Price |
|-----------------------------------|-------|-----------------------|------------|
| NICKS Galv. | 1/2" | 2 | 20.49 |
| | 1-1/2 | 11 | 1.21 |
| | 2 | 4 | 1.50 |
| " Black | 3/8 | 7 | 0.79 |
| | 1/2 | 19 | 0.93 |
| | 3/4 | 15 | 1.21 |
| | 1 | 11 | 1.46 |
| | 1-1/4 | 7 | 1.57 |
| | 1-1/2 | 10 | 2.11 |
| | 2 | 16 | 2.82 |
| ALVES Brass Gate Fig. 3 | 1/4 | 7 | 2.67 |
| | 3/8 | 16 | 2.67 |
| | 1/2 | 15 | 3.10 |
| | 3/4 | 19 | 3.66 |
| | 1 | 12 | 4.34 |
| | 1-1/4 | 3 | 5.83 |
| | 1-1/2 | 12 | 7.44 |
| | 2 | " | 10.54 |
| " Globe Fig. 95 | 1/4 | 14 | 2.05 |
| | 3/8 | 11 | 2.54 |
| | 1/2 | 20 | 3.22 |
| | 3/4 | 25 | 4.46 |
| | 1 | 8 | 6.08 |
| | 1-1/4 | 8 | 8.31 |
| | 1-1/2 | 96 | 10.35 |
| | 2 | 7 | 16.74 |
| | 2-1/2 | 1 | 30.38 |
| " Swinging Check Fig. 406 | 1/4 | 2 | 2.36 |
| | 3/8 | 5 | 2.36 |
| | 1/2 | 7 | 2.67 |
| | 3/4 | 5 | 3.04 |
| | 1 | 1 | 4.03 |
| | 1-1/4 | 3 | 4.97 |
| | 1-1/2 | 5 | 6.01 |
| | 2 | 2 | 9.11 |
| " Cocks All Iron Fig. 651 | 2 | 19 | 4.55 |
| | 1-1/2 | 8 | 3.45 |
| | 3 | 2 | 16.90 |
| | 4 | 4 | 27.95 |
| " Cocks Lubricating #1700 | 1/2 | 14 | 7.92 |
| Std | 3/4 | 6 | 7.92 |
| | 2 | 1 | 14.52 |
| 2 Way 1796 | 1 | 13 | 7.92 |
| | 1-1/2 | 4 | 9.24 |
| | 2 | 1 | 9.90 |
| | 4 | 1 | 25.08 |
| 3 Way 3 Port #1730 | 2 | 1 | 29.70 |
| " " 2 " #1731 | 2 | 3 | 29.70 |
| | 3 | 3 | 69.30 |
| " " #2710 | 1-1/2 | 3 | 14.52 |
| 3 Way 3 Port 1730 Nordstrom #3474 | 3 | 1 | 69.30 |
| Honestead #661 | 2 | 1 | 4.28 |
| VALVES All Iron Clip Fig. 711 | 1/4 | 10 | 4.15 |
| | 3/8 | 9 | 4.15 |
| | 1/2 | 10 | 4.34 |
| | 3/4 | 18 | 4.53 |

| Description | Size | Approximate Amount | Unit Price |
|-------------------------------|-------|-----------------------|------------|
| VALVES All Iron Clip Fig. 711 | 1" | 4 | \$4.71 |
| | 1-1/4 | 8 | 5.20 |
| | 1-1/2 | 6 | 5.83 |
| | 2 | 8 | 7.56 |
| | 3 | 1 | 15.50 |
| | 4 | 5 | 34.72 |
| " All Iron Flanged F-726 | 2 | 10 | 26.97 |
| | 3 | 3 | 35.03 |
| " Lmk. Brass P-73 | 1/2 | 1 | 7.68 |
| | 1 | 3 | 13.69 |
| | 1-1/4 | 2 | 17.86 |
| | 1-1/2 | 4 | 23.36 |
| | 2 | 2 | 35.71 |
| " " All Iron Flanged | 2 | 2 | 12.95 |
| " Seat Discs. | 3/8 | 13 | 0.25 |
| | 1/2 | 1 | 0.30 |
| | 3/4 | 8 | 0.35 |
| | 1 | 8 | 0.40 |
| | 1-1/4 | 6 | 0.75 |
| | 1-1/2 | 10 | 1.25 |
| | 2 | 5 | 2.00 |
| " Seat Rings | 1/2 | 16 | 0.11 |
| | 3/4 | 2 | 0.14 |
| | 1 | 5 | 0.16 |
| | 1-1/4 | 31 | 0.24 |
| | 1-1/2 | 30 | 0.30 |
| | 2 | 14 | 0.49 |
| " Wedges Clip | 1 | 4 | 0.40 |
| " Wedges Clip | 1-1/4 | 6 | 0.60 |
| " Wedges Clip | 1-1/2 | 4 | 0.80 |
| | 2 | 6 | 1.46 |
| | 3 | 9 | 3.04 |
| | 4 | 5 | 4.50 |
| " Lmk. Seats & Discs. #16P | 1/4 | 6 | 0.25 |
| | 1/2 | 2 | 0.30 |
| | 3/4 | 2 | 0.35 |
| | 1 | 1 | 0.40 |
| | 1-1/4 | 2 | 0.75 |
| | 1-1/2 | 8 | 1.25 |
| | 2 | 16 | 2.00 |
| Boots Twistlock Rubber 7530 | | 4 | 0.46 |
| Boxes Gem X | | 11 | 0.25 |
| " Junction 4" Round | | 6 | 0.17 |
| " Knockouts w/covers 4" | 1/2 | 15 | 0.30 |
| | 3-1/4 | 9 | 0.17 |
| Brackets National | 5001 | 6 | 0.50 |
| | 5002 | 1 | 1.10 |
| | 5003 | 9 | 1.50 |
| " Wooden Pole | | 19 | 0.05 |
| " Fore. Single | | 22 | 0.15 |
| Bases 2 Wire | | 31 | 0.36 |
| 3 " | | 89 | 0.55 |

| Description | Size | Approximate Amount | Unit Price |
|------------------------------|-----------|-----------------------|------------|
| Batteries Flashlight | | 146 | \$0.10 |
| Dry Cell #6 1-1/2 Volt | | 4 | 0.60 |
| Justrite #941 6 Volt | | 7 | 0.65 |
| Bodies Hubble 7313 Twistlock | | 7 | 1.35 |
| Bulbs Flashlight | | 137 | 0.08 |
| Lantern | | 23 | 0.08 |
| Bushings Conduit | 1/2" | 40 | 0.03 |
| | 3/4 | 15 | 0.04 |
| | 1 | 141 | 0.07 |
| | 1-1/4 | 21 | 0.095 |
| | 1-1/2 | 24 | 0.12 |
| | 2 | 3 | 0.22 |
| Caps 9965 Twistlock | | 7 | 0.95 |
| Entrance | 1/2 | 1 | 0.37 |
| | 3/4 | 5 | 0.46 |
| | 1 | 5 | 0.64 |
| | 1-1/4 | 1 | 0.87 |
| | 1-1/2 | 5 | 1.50 |
| 2 Wire 7057 | | 21 | 0.35 |
| 3 " 7055 | | 14 | 0.52 |
| Bushings Fed. | 3/4 x 1/2 | 11 | 0.11 |
| | 1 x 3/4 | 28 | 0.20 |
| Connectors Greenfield Str. | 1/2 | 24 | 0.15 |
| | 3/4 | 20 | 0.18 |
| | 1 | 15 | 0.28 |
| | 1-1/4 | 20 | 0.45 |
| | 1-1/2 | 8 | 0.83 |
| | 2 | 5 | 1.20 |
| | 3 | 8 | 2.75 |
| 45° | 1/2 | 15 | 0.28 |
| | 3/4 | 11 | 0.40 |
| 90° | 1/2 | 19 | 0.28 |
| | 3/4 | 20 | 0.40 |
| | 1 | 37 | 0.65 |
| | 1-1/4 | 8 | 1.20 |
| | 1-1/2 | 8 | 2.10 |
| | 2 | 7 | 2.75 |
| | 3 | 6 | 11.25 |
| EX Straight | 1/2 | 27 | 0.07 |
| 45° | 1/2 | 16 | 0.18 |
| 90° | 1/2 | 49 | 0.18 |
| Threadless | 1/2 | 75 | 0.27 |
| | 3/4 | 42 | 0.44 |
| Conduit Pipe Galv. | 3/4 | 70' | 0.16 |
| | 1 | 80' | 0.23 |
| | 1-1/4 | 70' | 0.31 |
| | 1-1/2 | 50' | 0.37 |
| | 2 | 20' | 0.49 |
| | 3 | 50 | 1.00 |

| Description | Size | Approximate Quantity | Unit Price |
|---------------------|-------|-------------------------|------------|
| Covers F B Single | | 15 | 0.15 |
| Double 2 Gang | | 7 | 0.30 |
| Toggle Single | | 3 | 0.15 |
| " Double 2 Gang | | 7 | 0.30 |
| Spring Door 1051 | | 4 | 1.25 |
| Porc. | 1/2 | 18 | 0.11 |
| Couplings Erickson | 1/2 | 30 | 0.30 |
| | 3/4 | 7 | 0.40 |
| | 1 | 28 | 0.70 |
| | 1-1/4 | 8 | 1.35 |
| | 1-1/2 | 10 | 1.70 |
| Clips Fuse 30 Amp. | | 5 | 0.05 |
| 60 " | | 26 | 0.08 |
| Fittings Electric A | 1/2 | 5 | 0.42 |
| | 3/4 | 6 | 0.48 |
| B | 1/2 | 6 | 0.42 |
| | 3/4 | 6 | 0.48 |
| C | 1/2 | 2 | 0.48 |
| | 3/4 | 2 | 0.57 |
| | 1 | 10 | 0.87 |
| | 1-1/4 | 5 | 1.38 |
| FD | 3/4 | 6 | 0.99 |
| | 1/2 | 6 | 0.87 |
| FS | 1/2 | 8 | 0.87 |
| | 3/4 | 9 | 0.99 |
| FSC | 1/2 | 6 | 1.08 |
| | 3/4 | 14 | 1.50 |
| LL | 1/2 | 52 | 0.48 |
| | 3/4 | 36 | 0.57 |
| | 1 | 20 | 0.87 |
| | 1-1/4 | 11 | 1.38 |
| | 1-1/2 | 6 | 1.80 |
| | 2 | 2 | 3.00 |
| | 2-1/2 | 3 | 6.30 |
| LR | 1/2 | 23 | 0.48 |
| | 3/4 | 20 | 0.57 |
| | 1 | 19 | 0.87 |
| | 1-1/4 | 11 | 1.38 |
| | 1-1/2 | 8 | 1.80 |
| | 2 | 4 | 3.00 |
| LB | 1/2 | 34 | 0.48 |
| | 3/4 | 14 | 0.57 |
| | 1 | 10 | 0.87 |
| | 1-1/4 | 4 | 1.38 |
| | 1-1/2 | 6 | 1.80 |
| | 2 | 1 | 3.00 |
| T | 1/2 | 4 | 0.60 |
| | 3/4 | 9 | 0.72 |
| | 1 | 9 | 1.08 |

[illegible]

Approximate
Weight
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| 50 | 100 | 150 | 250 | 350 | 450 | 550 | 650 | 750 | 850 | 950 | 1050 | 1150 | 1250 | 1350 | 1450 | 1550 | 1650 | 1750 | 1850 | 1950 | 2050 | 2150 | 2250 | 2350 | 2450 | 2550 | 2650 | 2750 | 2850 | 2950 | 3050 | 3150 | 3250 | 3350 | 3450 | 3550 | 3650 | 3750 | 3850 | 3950 | 4050 | 4150 | 4250 | 4350 | 4450 | 4550 | 4650 | 4750 | 4850 | 4950 | 5050 | 5150 | 5250 | 5350 | 5450 | 5550 | 5650 | 5750 | 5850 | 5950 | 6050 | 6150 | 6250 | 6350 | 6450 | 6550 | 6650 | 6750 | 6850 | 6950 | 7050 | 7150 | 7250 | 7350 | 7450 | 7550 | 7650 | 7750 | 7850 | 7950 | 8050 | 8150 | 8250 | 8350 | 8450 | 8550 | 8650 | 8750 | 8850 | 8950 | 9050 | 9150 | 9250 | 9350 | 9450 | 9550 | 9650 | 9750 | 9850 | 9950 | 10050 | 10150 | 10250 | 10350 | 10450 | 10550 | 10650 | 10750 | 10850 | 10950 | 11050 | 11150 | 11250 | 11350 | 11450 | 11550 | 11650 | 11750 | 11850 | 11950 | 12050 | 12150 | 12250 | 12350 | 12450 | 12550 | 12650 | 12750 | 12850 | 12950 | 13050 | 13150 | 13250 | 13350 | 13450 | 13550 | 13650 | 13750 | 13850 | 13950 | 14050 | 14150 | 14250 | 14350 | 14450 | 14550 | 14650 | 14750 | 14850 | 14950 | 15050 | 15150 | 15250 | 15350 | 15450 | 15550 | 15650 | 15750 | 15850 | 15950 | 16050 | 16150 | 16250 | 16350 | 16450 | 16550 | 16650 | 16750 | 16850 | 16950 | 17050 | 17150 | 17250 | 17350 | 17450 | 17550 | 17650 | 17750 | 17850 | 17950 | 18050 | 18150 | 18250 | 18350 | 18450 | 18550 | 18650 | 18750 | 18850 | 18950 | 19050 | 19150 | 19250 | 19350 | 19450 | 19550 | 19650 | 19750 | 19850 | 19950 | 20050 | 20150 | 20250 | 20350 | 20450 | 20550 | 20650 | 20750 | 20850 | 20950 | 21050 | 21150 | 21250 | 21350 | 21450 | 21550 | 21650 | 21750 | 21850 | 21950 | 22050 | 22150 | 22250 | 22350 | 22450 | 22550 | 22650 | 22750 | 22850 | 22950 | 23050 | 23150 | 23250 | 23350 | 23450 | 23550 | 23650 | 23750 | 23850 | 23950 | 24050 | 24150 | 24250 | 24350 | 24450 | 24550 | 24650 | 24750 | 24850 | 24950 | 25050 | 25150 | 25250 | 25350 | 25450 | 25550 | 25650 | 25750 | 25850 | 25950 | 26050 | 26150 | 26250 | 26350 | 26450 | 26550 | 26650 | 26750 | 26850 | 26950 | 27050 | 27150 | 27250 | 27350 | 27450 | 27550 | 27650 | 27750 | 27850 | 27950 | 28050 | 28150 | 28250 | 28350 | 28450 | 28550 | 28650 | 28750 | 28850 | 28950 | 29050 | 29150 | 29250 | 29350 | 29450 | 29550 | 29650 | 29750 | 29850 | 29950 | 30050 | 30150 | 30250 | 30350 | 30450 | 30550 | 30650 | 30750 | 30850 | 30950 | 31050 | 31150 | 31250 | 31350 | 31450 | 31550 | 31650 | 31750 | 31850 | 31950 | 32050 | 32150 | 32250 | 32350 | 32450 | 32550 | 32650 | 32750 | 32850 | 32950 | 33050 | 33150 | 33250 | 33350 | 33450 | 33550 | 33650 | 33750 | 33850 | 33950 | 34050 | 34150 | 34250 | 34350 | 34450 | 34550 | 34650 | 34750 | 34850 | 34950 | 35050 | 35150 | 35250 | 35350 | 35450 | 35550 | 35650 | 35750 | 35850 | 35950 | 36050 | 36150 | 36250 | 36350 | 36450 | 36550 | 36650 | 36750 | 36850 | 36950 | 37050 | 37150 | 37250 | 37350 | 37450 | 37550 | 37650 | 37750 | 37850 | 37950 | 38050 | 38150 | 38250 | 38350 | 38450 | 38550 | 38650 | 38750 | 38850 | 38950 | 39050 | 39150 | 39250 | 39350 | 39450 | 39550 | 39650 | 39750 | 39850 | 39950 | 40050 | 40150 | 40250 | 40350 | 40450 | 40550 | 40650 | 40750 | 40850 | 40950 | 41050 | 41150 | 41250 | 41350 | 41450 | 41550 | 41650 | 41750 | 41850 | 41950 | 42050 | 42150 | 42250 | 42350 | 42450 | 42550 | 42650 | 42750 | 42850 | 42950 | 43050 | 43150 | 43250 | 43350 | 43450 | 43550 | 43650 | 43750 | 43850 | 43950 | 44050 | 44150 | 44250 | 44350 | 44450 | 44550 | 44650 | 44750 | 44850 | 44950 | 45050 | 45150 | 45250 | 45350 | 45450 | 45550 | 45650 | 45750 | 45850 | 45950 | 46050 | 46150 | 46250 | 46350 | 46450 | 46550 | 46650 | 46750 | 46850 | 46950 | 47050 | 47150 | 47250 | 47350 | 47450 | 47550 | 47650 | 47750 | 47850 | 47950 | 48050 | 48150 | 48250 | 48350 | 48450 | 48550 | 48650 | 48750 | 48850 | 48950 | 49050 | 49150 | 49250 | 49350 | 49450 | 49550 | 49650 | 49750 | 49850 | 49950 | 50050 | 50150 | 50250 | 50350 | 50450 | 50550 | 50650 | 50750 | 50850 | 50950 | 51050 | 51150 | 51250 | 51350 | 51450 | 51550 | 51650 | 51750 | 51850 | 51950 | 52050 | 52150 | 52250 | 52350 | 52450 | 52550 | 52650 | 52750 | 52850 | 52950 | 53050 | 53150 | 53250 | 53350 | 53450 | 53550 | 53650 | 53750 | 53850 | 53950 | 54050 | 54150 | 54250 | 54350 | 54450 | 54550 | 54650 | 54750 | 54850 | 54950 | 55050 | 55150 | 55250 | 55350 | 55450 | 55550 | 55650 | 55750 | 55850 | 55950 | 56050 | 56150 | 56250 | 56350 | 56450 | 56550 | 56650 | 56750 | 56850 | 56950 | 57050 | 57150 | 57250 | 57350 | 57450 | 57550 | 57650 | 57750 | 57850 | 57950 | 58050 | 58150 | 58250 | 58350 | 58450 | 58550 | 58650 | 58750 | 58850 | 58950 | 59050 | 59150 | 59250 | 59350 | 59450 | 59550 | 59650 | 59750 | 59850 | 59950 | 60050 | 60150 | 60250 | 60350 | 60450 | 60550 | 60650 | 60750 | 60850 | 60950 | 61050 | 61150 | 61250 | 61350 | 61450 | 61550 | 61650 | 61750 | 61850 | 61950 | 62050 | 62150 | 62250 | 62350 | 62450 | 62550 | 62650 | 62750 | 62850 | 62950 | 63050 | 63150 | 63250 | 63350 | 63450 | 63550 | 63650 | 63750 | 63850 | 63950 | 64050 | 64150 | 64250 | 64350 | 64450 | 64550 | 64650 | 64750 | 64850 | 64950 | 65050 | 65150 | 65250 | 65350 | 65450 | 65550 | 65650 | 65750 | 65850 | 65950 | 66050 | 66150 | 66250 | 66350 | 66450 | 66550 | 66650 | 66750 | 66850 | 66950 | 67050 | 67150 | 67250 | 67350 | 67450 | 67550 | 67650 | 67750 | 67850 | 67950 | 68050 | 68150 | 68250 | 68350 | 68450 | 68550 | 68650 | 68750 | 68850 | 68950 | 69050 | 69150 | 69250 | 69350 | 69450 | 69550 | 69650 | 69750 | 69850 | 69950 | 70050 | 70150 | 70250 | 70350 | 70450 | 70550 | 70650 | 70750 | 70850 | 70950 | 71050 | 71150 | 71250 | 71350 | 71450 | 71550 | 71650 | 71750 | 71850 | 71950 | 72050 | 72150 | 72250 | 72350 | 72450 | 72550 | 72650 | 72750 | 72850 | 72950 | 73050 | 73150 | 73250 | 73350 | 73450 | 73550 | 73650 | 73750 | 73850 | 73950 | 74050 | 74150 | 74250 | 74350 | 74450 | 74550 | 74650 | 74750 | 74850 | 74950 | 75050 | 75150 | 75250 | 75350 | 75450 | 75550 | 75650 | 75750 | 75850 | 75950 | 76050 | 76150 | 76250 | 76350 | 76450 | 76550 | 76650 | 76750 | 76850 | 76950 | 77050 | 77150 | 77250 | 77350 | 77450 | 77550 | 77650 | 77750 | 77850 | 77950 | 78050 | 78150 | 78250 | 78350 | 78450 | 78550 | 78650 | 78750 | 78850 | 78950 | 79050 | 79150 | 79250 | 79350 | 79450 | 79550 | 79650 | 79750 | 79850 | 79950 | 80050 | 80150 | 80250 | 80350 | 80450 | 80550 | 80650 | 80750 | 80850 | 80950 | 81050 | 81150 | 81250 | 81350 | 81450 | 81550 | 81650 | 81750 | 81850 | 81950 | 82050 | 82150 | 82250 | 82350 | 82450 | 82550 | 82650 | 82750 | 82850 | 82950 | 83050 | 83150 | 83250 | 83350 | 83450 | 83550 | 83650 | 83750 | 83850 | 83950 | 84050 | 84150 | 84250 | 84350 | 84450 | 84550 | 84650 | 84750 | 84850 | 84950 | 85050 | 85150 | 85250 | 85350 | 85450 | 85550 | 85650 | 85750 | 85850 | 85950 | 86050 | 86150 | 86250 | 86350 | 86450 | 86550 | 86650 | 86750 | 86850 | 86950 | 87050 | 87150 | 87250 | 87350 | 87450 | 87550 | 87650 | 87750 | 87850 | 87950 | 88050 | 88150 | 88250 | 88350 | 88450 | 88550 | 88650 | 88750 | 88850 | 88950 | 89050 | 89150 | 89250 | 89350 | 89450 | 89550 | 89650 | 89750 | 89850 | 89950 | 90050 | 90150 | 90250 | 90350 | 90450 | 90550 | 90650 | 90750 | 90850 | 90950 | 91050 | 91150 | 91250 | 91350 | 91450 | 91550 | 91650 | 91750 | 91850 | 91950 | 92050 | 92150 | 92250 | 92350 | 92450 | 92550 | 92650 | 92750 | 92850 | 92950 | 93050 | 93150 | 93250 | 93350 | 93450 | 93550 | 93650 | 93750 | 93850 | 93950 | 94050 | 94150 | 94250 | 94350 | 94450 | 94550 | 94650 | 94750 | 94850 | 94950 | 95050 | 95150 | 95250 | 95350 | 95450 | 95550 | 95650 | 95750 | 95850 | 95950 | 96050 | 96150 | 96250 | 96350 | 96450 | 96550 | 96650 | 96750 | 96850 | 96950 | 97050 | 97150 | 97250 | 97350 | 97450 | 97550 | 97650 | 97750 | 97850 | 97950 | 98050 | 98150 | 98250 | 98350 | 98450 | 98550 | 98650 | 98750 | 98850 | 98950 | 99050 | 99150 | 99250 | 99350 | 99450 | 99550 | 99650 | 99750 | 99850 | 99950 | 100050 | 100150 | 100250 | 100350 | 100450 | 100550 | 100650 | 100750 | 100850 | 100950 | 101050 | 101150 | 101250 | 101350 | 101450 | 101550 | 101650 | 101750 | 101850 | 101950 | 102050 | 102150 | 102250 | 102350 | 102450 | 102550 | 102650 | 102750 | 102850 | 102950 | 103050 | 103150 | 103250 | 103350 | 103450 | 103550 | 103650 | 103750 | 103850 | 103950 | 104050 | 104150 | 104250 | 104350 | 104450 | 104550 | 104650 | 104750 | 104850 | 104950 | 105050 | 105150 | 105250 | 105350 | 105450 | 105550 | 105650 | 105750 | 105850 | 105950 | 106050 | 106150 | 106250 | 106350 | 106450 | 106550 | 106650 | 106750 | 106850 | 106950 | 107050 | 107150 | 107250 | 107350 | 107450 | 107550 | 107650 | 107750 | 107850 | 107950 | 108050 | 108150 | 108250 | 108350 | 108450 | 108550 | 108650 | 108750 | 108850 | 108950 | 109050 | 109150 | 109250 | 109350 | 109450 | 109550 | 109650 | 109750 | 109850 | 109950 | 110050 | 110150 | 110250 | 110350 | 110450 | 110550 | 110650 | 110750 | 110850 | 110950 | 111050 | 111150 | 111250 | 111350 | 111450 | 111550 | 111650 | 111750 | 111850 | 111950 | 112050 | 112150 | 112250 | 112350 | 112450 | 112550 | 112650 | 112750 | 112850 | 112950 | 113050 | 113150 | 113250 | 113350 | 113450 | 113550 | 113650 | 113750 | 113850 | 113950 | 114050 | 114150 | 114250 | 114350 | 114450 | 114550 | 114650 | 114750 | 114850 | 114950 | 115050 | 115150 | 115250 | 115350 | 115450 | 115550 | 115650 | 115750 | 115850 | 115950 | 116050 | 116150 | 116250 | 116350 | 116450 | 116550 | 116650 | 116750 | 116850 | 116950 | 117050 | 117150 | 117250 | 117350 | 117450 | 117550 | 117650 | 117750 | 117850 | 117950 | 118050 | 118150 | 118250 | 118350 | 118450 | 118550 | 118650 | 118750 | 118850 | 118950 | 119050 | 119150 | 119250 | 119350 | 119450 | 119550 | 119650 | 119750 | 119850 | 119950 | 120050 | 120150 | 120250 | 120350 | 120450 | 120550 | 120650 | 120750 | 120850 | 120950 | 121050 | 121150 | 121250 |
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| Description | Size | Approximate Amount | Unit Price |
|------------------------------------|------------|--------------------|------------|
| Wire BERN | #6 RH | 150 Ft. | \$5.10 G |
| | #4 RH | 500 | 12.00 |
| | #8 | 548 | 4.40 |
| | #10 | 290 | 2.80 |
| | #12 | 775 | 1.98 |
| | #14 | 820 | 1.37 |
| Rubber #14 Heater Cord | | 40 | 0.08 |
| 4 Wire | #12 | 48 | 0.33 |
| MISCELLANEOUS | | | |
| Anchors Lead Drive In | Asst. | 142 | 0.15 |
| Rabbit Metal | | 28 | 0.24 |
| Blades Hackney | | 5 | 0.43 |
| Keystones | | 19 | 0.61 |
| Bolts Carriage | Asst. | 1134 | 2.50 G |
| " Boiler Patch | " | 929 | 2.50 G |
| " RR Truck | | 988 | 11.75 G |
| " Machine | 5/16 Asst. | 173 | 3.50 C |
| | 3/8 " | 904 | 3.50 C |
| | 1/2 " | 5228 | 5.50 C |
| | 5/8 " | 1859 | 12.00 C |
| | 3/4 " | 959 | 16.08 G |
| | 7/8 " | 551 | 17.08 C |
| " Stove FR | Asst. | 25 | 0.80 G |
| RR | " | 526 | 0.80 G |
| " Stud | 3/8 | 243 | 2.00 |
| | 1/2 | 883 | 6.00 |
| | 9/16 | 10 | 6.50 |
| | 5/8 | 297 | 10.00 |
| | 3/4 | 173 | 17.00 |
| | 7/8 | 190 | 20.00 |
| | 1 | 20 | 22.00 |
| Brick Asst. Tile | | 12 | 20.00 |
| Fire Straight Stoker 2 1/2 x 4 x 9 | | 757 | 2.00 Ea. |
| #1 Arch | | 1000 | 77.56 M |
| #2 " | | 1000 | 77.56 |
| | | 1000 | 77.56 |
| Split | | 600 | 77.56 |
| Brooms #520 18" Garage | | 4 | 2.16 Ea. |
| #730 18" Soft | | 10 | 4.80 |
| Fuller #6032 Fibre | | 6 | 1.87 |
| Brushes | #122 1" | 2 | 0.48 |
| | 1 1/4 2" | 2 | 0.79 |
| | #435 3" | 6 | 4.91 |
| | #444 4" | 6 | 2.40 |
| Sash Tools | | 2 | 0.97 |
| Cement - Portland | | 1 | 1.20 |

| Description | Size | Approximate Amount | Unit Price |
|--------------------------------|----------------|-----------------------|------------|
| Cement - Eagle No. 66 Asbestos | | 6 | \$4.65 |
| Smoot (in) | | 2 | 0.50 lb. |
| Chalk Carpenters Blue | | 18 | 0.01 ea. |
| Cable Clamps Asst. | | 101 | 0.40 ea. |
| Cooks T Handle | 1/4" | 4 | 0.60 |
| Bib Nose | 1/4" | 9 | 0.36 |
| Pet | 1/8" | 8 | 0.32 |
| | 1/4" | 13 | 0.36 |
| | 1/2" | 3 | 0.40 |
| | 1/8" | 9 | 0.50 |
| | 1/4" | 4 | 0.50 |
| | 1/4" | 45 | 0.10 |
| Alr Double Female | | 45 | 0.10 |
| Crayons Colored Asst. | | 8 | 0.44 lb. |
| Dressing Belt | | 147 | 0.15 ea. |
| Fittings Alcantar Asst. | | 4 | 2.00 |
| Plus Aluminum | | 1 | 1.20 |
| Bras 6 | | 2 | 0.90 |
| Ferro | | 2 | 0.20 |
| Felt Balr | 1/2" | 195 | sq.ft. |
| Fastener Corrugated | 3/4 | 2 | 0.30 |
| | 1-1/4 | 53 | 0.24 |
| | 1-1/2 | 7 | 0.04 |
| | 2-1/2 | 261 | 0.05 |
| | 3 | 50 | 0.06 |
| | 4 | 56 | 0.07 |
| | 6 | 107 | 0.10 |
| | 8 | 79 | 0.15 |
| | 12 | 34 | 0.20 |
| | | 49 | 0.27 |
| | | 352 | 0.30 |
| Assorted Clip Valve | | 21 | 1.87 |
| Gauge Glasses Asst. | | 24 | 4.27 |
| Pressure | | 24 | 0.20 |
| Glass Clear Single 9 x 12" | 9 x 14" | 10 | 0.23 |
| | 12 x 14" | 16 | 0.40 |
| | Double 12 x 18 | 18 | 0.56 |
| | 13 x 24 | 5 | 0.60 |
| | 14 x 20 | 24 | 0.73 |
| | 16 x 20 | 1 | 0.55 |
| Wire Hammer Clear 14 x 26 | | 2 | 4.00 |
| | 12 x 20 | 1 | 3.60 |
| | 14 x 20 | 1 | 4.00 |
| | 12 x 25 1/2 | 3 | 4.50 |
| Glass Cutters Wheel | | 33 | Pr. |
| Gloves Leather | | 57 | 0.66 |
| Plastic | | 2 | 2.00 |
| Welders | | 140 | lb. |
| Grease Cup #2 | | 75 | 0.13 |
| Crater #2 Gut | | 70 | 0.18 |
| Marfax #3 | | 105 | 0.18 |
| #3 IN | | 15 | 0.20 |
| Starfax H | | 50 | 0.18 |
| Haropa | | | |

| Description | QTY | Approximate Unit Price | Total Price |
|----------------------------|-----------|---------------------------|-------------|
| Hangers Clevis | 2" | 17 | \$0.29 |
| | 1-1/4 | 19 | 0.36 |
| | 1-1/2 | 18 | 0.38 |
| | 2 | 16 | 0.41 |
| | 3 | 5 | 0.60 |
| | 4 | 15 | 0.74 |
| Hangs Safety | 3-1/2 | 4 | 0.29 |
| | 4 | 1 | 0.39 |
| | 6 | 1 | 0.43 |
| Hinges Del. Action | 1 | 1 | 1.80 |
| Strap 900 | 14 Pr. | 4 | 0.18 |
| | 3 | 5 | 0.22 |
| | 4 | 4 | 0.12 |
| | 6 | 11 | 1.12 |
| | 10 | 18 | 0.26 |
| Butt | 2 | 26 | 0.27 |
| | 3 | 11 | 0.30 |
| | 4 | 18 | 0.20 |
| | 1-1/2 | 5 | 0.35 |
| | 6 | 5 | 0.67 |
| | 10 | 25 | 0.10 |
| | 25 | 28 | 0.15 |
| | 35 | 16 | 0.29 |
| | 45 | 12 | 0.31 |
| | 65 | 18 | 0.19 |
| Hooks Alligator | 3 | 31 | 0.15 |
| | 5 | 55 | 0.18 |
| | 6 | 146 | 0.09 |
| Clipper | 7 | 2 | 0.55 |
| | 2 | 2 | 0.30 |
| | 2 | 2 | 0.48 |
| Raville Pins | 10 | 40 | 0.10 lb. |
| Knives Carpet | 156 | 984 Ft. | 0.13 |
| Patty | 224 | 194 | 0.13 |
| Wall | 216 | 140 | 0.13 |
| Lubricant Graphite | 226 | 520 | 0.13 |
| Lumber F & G H O Pine | 216 | 140 | 0.20 |
| N C " | 1/2x4'x8' | 128 sq.ft. | 0.07 |
| Novelty Siding | 1 | 1 | 3.50 |
| Fir | 1 | 1 | 1.10 |
| #2 Sq. Edge White Pine | 6 | 6 | 0.86 |
| Sheet Rock | 2 | 2 | 2.63 |
| Latches Dead Yale .042 | 16 | 16 | 0.18 lb. |
| Thumb 1260 J #4 | 18 | 18 | 0.205 |
| Yale Small 605 | 1 | 1 | 0.83 |
| Lock Set Corbin PA 602 045 | 6-1/2 | 35 | 6.33 |
| Lead Wool | 96 | 96 | 0.15 |
| Pig | 45 | 45 | 0.14 |
| Kops 24 oz. Floor | 221 | 221 | 0.17 |
| Mercury | 235 | 235 | 0.11 |
| Nails Blue Hoop #1 | 190 | 190 | 0.16 |
| Nails Coopering #2 | | | |
| Roofing Galv. | | | |
| Common Asst. | | | |
| Finishing | | | |
| Galv. Wire | | | |

| Description | Size | Approximate Amount | Unit Price |
|-----------------------|-------|--------------------|------------|
| Nuts Hex C P | 5/16" | 214 | \$0.02 |
| | 7/16 | 99 | 0.03 |
| | 9/16 | 15 | 0.04 |
| | 1 | 41 | 0.12 |
| | 1-1/8 | 46 | 0.17 |
| | 1-1/4 | 42 | 0.18 |
| | 1-1/2 | 4 | 0.21 |
| | 3/4 | 40 | 0.06 |
| | 7/8 | 78 | 0.08 |
| Oil Cutting | | 43 Gal. | 0.49 |
| Kerosene | | 3 | 0.19 |
| Motor #48 | | 70 | 0.62 |
| Cyl. | | 45 | 0.79 |
| Compressor | | 18 | 0.48 |
| Regal #2 | | 6 | 0.31 |
| Transformer #2 | | 4 | 0.62 |
| Packing Flax #808 | | 56 1/2 | 1.90 |
| Carbonite #380 | | 64 | 1.80 |
| Anchor #201 | | 293 1/2 | 2.60 |
| " 314 | | 84 | 2.00 |
| Sheet Rubber | | 18 | 0.62 |
| " Asbestos | | 346 | 0.60 |
| Twist Rope | | 34 | 0.83 |
| Paint Green R & B 293 | | 25 | 2.15 |
| Mirrorlite | | 22 | 1.35 |
| Burnt Oiler #654 | | 1 | 3.25 |
| De Rusto | | 6 | 4.80 |
| Vermillion | | 7 | 4.80 |
| Bright Yellow | | 3 | 3.75 |
| Aluminum | | 2 | 2.75 |
| Turps | | 3 | 0.90 |
| Condex | | 10 1/2 | 0.15 |
| Lithage | | 220 1/2 | 0.06 |
| Dark Gray | | 2 Gal. | 2.50 |
| Shellack Indian Head | | 3 ft. | 1.54 ct. |
| Paste Dry | | 5 | 0.30 |
| Key | | 60 1/2 | 0.18 |
| Soldering | | 2 1/2 | 0.30 |
| Le Page | | 1 ct. | 0.77 |
| Paper Wrapping | | 1 | 6.00 |
| Cap Sheeting 45 | | 3 | 1.75 |
| Roofing 90 | | 9 | 3.00 |
| Fins Cotter | | 11 1/2 | 0.90 M |
| Taper | | 317 | 5.00 M |
| Putty Steel Sash | | 90 | 0.09 |
| Rage White | | 310 1/2 | 0.32 |
| Rivets Aluminum | | 1 1/2 | 0.24 |
| Iron | | 2 1/2 | 0.36 |
| Copper | | 8 1/2 | 0.46 |
| Steel Wool | | 6 1/2 | 0.35 |
| Tape Friction | | 11 | 0.30 |
| Rubber | | 4 | 0.33 |
| Paper | | 12 | 0.85 |

| Description | Size | Approximate Amount | Unit Price |
|---------------------------|-------|--------------------|------------|
| Traps Nicholson Type A | 1/2" | 3 | \$17.60 |
| B | 1 | 2 | 40.40 |
| Hoffman 1/2 x 1/2" #17 C | | 1 | 4.65 |
| Yarway | 3/4 | 1 | 13.20 |
| Tubing - Copper | 1/4 | 206 | 0.105 |
| | 1/2 | 254 | 0.115 |
| Fittings #102 | 1/4 | 945 | 0.07 |
| #104 | 1/4 | 22 | 0.07 |
| Nuts #125 | 1/4 | 117 | 0.10 |
| | 3/8 | 69 | 0.10 |
| #102 | 1/2 | 37 | 0.16 |
| #104 | 1/2 | 49 | 0.13 |
| #125 | 1/2 | 127 | 0.12 |
| Turnbuckles | 1/2 | 2 | 1.92 |
| | 5/8 | 3 | 2.48 |
| | 1 | 1 | 7.78 |
| Screw Caps | Asst. | 3136 | 4.00 C |
| Allen Set | " | 915 | 4.00 C |
| Square Head | " | 6445 | 4.00 C |
| Wood F. H. Asst. | | 5595 | 0.40 C |
| " R H | | 140 | 0.40 C |
| Machine F H | | 1245 | 6.00 C |
| Solder Resin String | | 315 | 0.90 |
| Bar Timmons | | 6 | 0.80 |
| Syphons Pig Tail | | 5 | 0.45 |
| Staples Coppered | | 74 | 0.47 |
| Galvanized | | 154 | 0.18 |
| Elmed | | 24 | 0.85 |
| Steel Shim | | 64 | 2.16 |
| Flat Bars | | 2289 | 0.10 |
| Angles | | 539 | 0.10 |
| Round Cold Roll | | 734 | 0.14 |
| " Hot " | | 330 | 0.10 |
| Octagon | | 2514 | 0.22 |
| Key Stock | | 1434 | 0.12 |
| Strap Iron Perf. | | 100 | 0.07 Ft. |
| Gray Sheet Iron 24 Ga. | | 1484 | 0.11 |
| Welding Wire 9 Ga. Iron | | 604 | 0.10 |
| 18 Ga. Galv. | | 124 | 0.80 |
| Aluminum | | 124 | 0.80 |
| Stellite Haynes | 1/2" | 4.50 | |
| Assorted | | 2154 | 0.13 |
| " | | 2844 | 0.14 |
| Lincoln SS | | 184 | 0.13 |
| Bronze 25N | | 454 | 0.55 |
| Welding Wire Kurex Vertex | | 864 | 0.08 |
| Eutectic | | 84 | 3.11 |
| C I O X 9 | | 214 | 0.24 |
| A | | 124 | 0.18 |
| B C | | 104 | 0.18 |
| Mixed | | 14 | 1.64 |
| DOT Stl. Ox | | 1704 | 0.27 |

| Description | Sum | Approximate Amount | Unit Price |
|------------------|-----|--------------------|------------|
| Manganese | | 354 | 0.12 |
| McKay 25 3/16 | | 224 | 1.28 |
| ashers Cut last. | | 1364 | 0.16 |
| Lock | | 484 | 0.22 |
| Rich Lamp | | 150 | 0.04 |
| Paul Cell No. 6 | | 277,684 Gal. | |

Prices paid by Reilly on latest barge-load invoice

Attachment 2

Responsive to Questions 5, 12

One (1) Page

Map of the Newark facility dated April, 1942

THIS MAP CAN BE FOUND IN THE SITE FILE LOCATED AT: U.S. EPA SUPERFUND RECORDS
CENTER, 290 BROADWAY, 18TH FLOOR, NY, NY 10007

REILLY TAR & CHEMICAL CORPORATION
NEWARK, NEW JERSEY

APRIL 1942

SCALE: 50 FEET TO ONE INCH

843020066

Attachment 3

Responsive to Questions 14

Five (5) Pages

**Deed August 19, 1955 transferring properties from Reilly
to Pitt-Consol Chemical Company**

This Indenture,

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 19____.

Notary Public for the State of New Jersey

PITTSBURGH, PENNSYLVANIA

Witness my hand and seal of office this _____ day of _____, 19____.

Notary Public for the State of New Jersey

Witness my hand and seal of office this _____ day of _____, 19____.

Notary Public for the State of New Jersey

Witness my hand and seal of office this _____ day of _____, 19____.

Notary Public for the State of New Jersey

Witness my hand and seal of office this _____ day of _____, 19____.

Notary Public for the State of New Jersey

Witness my hand and seal of office this _____ day of _____, 19____.

Notary Public for the State of New Jersey

EXHIBIT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 19____.

Notary Public for the State of New Jersey

THACI

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 19____.

Notary Public for the State of New Jersey

degrees 17 minutes east 1.60 feet; thence (5) still along the said railroad south 87 degrees 50 minutes 30 seconds west 1.40 feet; thence (6) north 62 degrees 8 minutes 30 seconds west 1.60 feet; thence (7) along the said line of said Bay Shore Connecting Railroad to the right with a radius of 434.28 feet, an arc distance of 206.30 feet; thence (8) north 44 degrees 8 minutes 30 seconds west 18.82 feet; thence (9) southwesterly on a curve to the right with a radius of 100.44 feet an arc distance of 178.25 feet to a point; thence (10) on a curve to the right with a radius of 434.28 feet, an arc distance of 152 feet to a point 170 feet from the center line of the said line of New Jersey measured a point 100 feet thence; thence (11) north 62 degrees 8 minutes 30 seconds west 1.40 feet to the line of Bay Shore Road the place of beginning.

2. SITUING in the northeasterly line of Doreau Avenue at the point of intersection of 170 feet from the south line of the right of way of the Chicago & North Western Railroad at right angles to said line of Doreau Avenue (1) parallel with said line north 62 degrees 50 minutes 30 seconds east 149.28 feet to the south line of the right of way of the Chicago & North Western Railroad; thence along the same on a line left with a bearing of 484.28 feet an arc distance of 455.55 feet to the northeasterly line of Doreau Avenue; thence along the same north 62 degrees 50 minutes 30 seconds west 391.28 feet to the place of beginning.

the pier head and navigation line established by the Board of Commerce and Navigation of the State of New Jersey; thence (1) south 11 degrees 9 minutes 27 seconds east 100 feet to the water line of the pier head; thence (2) south 27 degrees 3 minutes 30 seconds east 100 feet to the pier head and navigation line established by the Board of Commerce and Navigation of the State of New Jersey; thence (3) along the pier head and navigation line north 48 degrees 48 minutes 52 seconds east 100 feet to the water line of the pier head; thence (4) along the pier head and navigation line of the Hudson River; thence (5) south 54 degrees 12 minutes 30 seconds east 765.10 feet; thence (6) south 15 degrees 12 minutes 30 seconds east 765.10 degrees 40 feet to the pier head and navigation line; thence (7) south 15 degrees 23 minutes 27 feet to the pier head and navigation line as established by the Board of Commerce and Navigation; thence (8) along the line of same north 14 degrees 52 minutes 59 seconds east 100 feet to the line of Boreman Avenue; thence (9) along the same north 61 degrees 25 minutes east 142.71 feet to the easterly line of Boreman Avenue; thence (10) along the same south 27 degrees 50 minutes 30 seconds west 768.90 feet to the pier head and place of BEGINNING.

The above description is according to the survey of Borrie & Macdonald
Surveyors, dated March 2, 1954, covering this and other property.

Being a portion of the same lands and premises conveyed to the said party of the first part by Deed recorded in the Essex County Register's Office in Book C 87 of Deeds for said County, on pages 221-230.

Together with all riparian rights and all water rights of every kind, nature and description, belonging to the said party of the first part in and to the lands lying in the bed of the Passaic River between the northerly and southerly lines of Tract 4 of the above described parcels and between the extensions of said lines into said Passaic River and to the use of the waters flowing over said lands.

And also all the right, title and interest of the said party in the first part in and to any other real property owned by the said party in the first part located in the City of Newark, New Jersey, and all appurtenances thereto.

This conveyance is made expressly subject to the rights of and of Chas. L. Read & Co., Inc., under a lease of part of Tract A of said land terminating September 16, 1965, and also to outstanding rights of the Central Railroad Company of New Jersey and Bay Shore Connecting Railroad in railroad sidings located on the lands above described.

Together with all and singular the houses, buildings, trees, ways, waters, profits, privileges, and advantages, with the appurtenances to the same belonging or in anywise appertaining;

Also, all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part, of, in and to the same, and of, in and to every part and parcel thereof.

To have and to hold all and singular the above described land and premises, with the appurtenances, unto the said party of the first part, its successors and assigns, to the only proper use, benefit and behoof of the said party of the first part, its successors and assigns forever.

And the said party of the first part, for itself and its successors, covenant and agree to and with the said party of the second part, and assigns, that

the said party of the first part is the true, lawful and rightful owner of all and singular the above described land and premises, and of every part and parcel thereof, with the appurtenances thereto belonging; and that the said land and premises, or any part thereof, at the time of the sealing and delivery of these presents, are not encumbered by any mortgage, judgment or limitation, or by any encumbrance whatsoever, by which the title of the said party of the second part, hereby made or intended to be made, for the above described land and premises, or any part thereof, may be changed, charged, altered or defeated in any way whatsoever; subject to the provisions hereinafter contained.

And Also, that the said party of the first part now has good right, full power and lawful authority, to grant, bargain, sell and convey the said land and premises in the manner aforesaid;

And Also, that the said party of the first part will, lawfully, lawfully, and forever defend the said land and premises unto the said party of the second part, its successors and assigns, against the lawful claims and demands of all and every person or persons, freely and clearly freed and discharged of and from all manner of encumbrance whatsoever, except for the purposes hereinafter expressed.



In Witness Whereof, the said party of the first part, with its corporate Seal to be hereunto affixed and attested by its President, the day and year first above written.



Peter C. R. [Signature] Assistant Secretary

Witness my hand and the corporate Seal of the said party of the first part, this [Signature] day of [Signature] 19[Signature]



State of New Jersey,
County of Essex.

Fig. 11 Remembers that on this nineteenth day August before me the

personally interviewed PERUG, CAPPELLA, and
who, being by me duly sworn and examined, each depose and swear pursuant to satisfaction that
CAPPELLA is a bona fide resident of the City of New York.

[illegible]

Oswald did not describe before me.

11/19/1917
J. V. FINEGOLD
Attorney at Law of New York

Peter G. Heller
Peter G. Heller

REGISTRATION
1934
NEWARK
ADONIS

Dated, August 19, 1935

7

·QaaE

Office of
Register of Deeds and Mortgages
Essex County, New Jersey



STATE OF NEW JERSEY }
COUNTY OF ESSEX } ss.

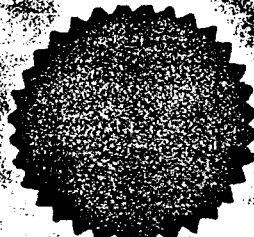
I, HYMEN B. MINTZ, Register
of Deeds and Mortgages of the County of Essex, State of New Jersey, do hereby certify
that the foregoing is a true and correct copy of the record of a certain

DEED

made by REILLY TAR & CHEMICAL CORPORATION
TO
PITT-CONSOL CHEMICAL COMPANY

and also of the certificate of acknowledgment thereto annexed, as the same may be
found recorded in my office in book 3342 of DEEDS

for said County on Pages 367-370



In Testimony Whereof, I have hereunto
set my hand and official seal this 24TH
day of AUGUST A. D. 1971

Hymen B. Mintz
Register of Deeds and Mortgages

843020072

Attachment 4

Responsive to Question 14

Nine (9) Pages

**Several documents regarding the sale of the property to
Pittsburgh Consolidated Coal Company in 1955**

843020073

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) receipt of which is hereby acknowledged, and with intent to be legally bound hereby, Pittsburgh Consolidation Coal Company sells, assigns and transfers to Pitt-Consol Chemical Company, all of its right, title and interest in and under the purchase agreement between Pittsburgh Consolidation Coal Company and Reilly Tar and Chemical Corporation dated July 26, 1955 under which Reilly Tar and Chemical Corporation agrees to sell and Pittsburgh Consolidation Coal Company agrees to purchase certain real and personal property and inventories described in said Agreement together with all the rights and obligations arising out of said Agreement, including any interest in the deposit made pursuant thereto and any interest in the premises to be conveyed pursuant to said Agreement. Pitt-Consol Chemical Company agrees to accept the assignment of said Agreement and to carry out the terms and conditions of said Agreement. Pitt-Consol Chemical Company further agrees to reimburse Pittsburgh Consolidation Coal Company for the deposit of Ten Thousand Dollars (\$10,000) paid by Pittsburgh Consolidation Coal Company at the time of execution of said Agreement.

IN WITNESS WHEREOF the parties have caused this Assignment to be executed by their respective corporate officers this 16th day of August, 1955.

PITTSBURGH CONSOLIDATION COAL COMPANY

By *[Signature]*
VICE PRESIDENT

ATTEST:

[Signature]
Secretary

PITT-CONSOL CHEMICAL COMPANY

By *[Signature]*
VICE PRESIDENT

ATTEST:

[Signature]
Assistant Secretary

843020074

ASSIGNMENT

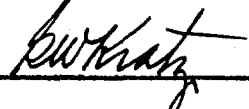
In consideration of the sum of One Dollar (\$1.00) receipt of which is hereby acknowledged, and with intent to be legally bound hereby, Pittsburgh Consolidation Coal Company sells, assigns and transfers to Pitt-Consol Chemical Company all of its right, title and interest in and under the Agreement between Pittsburgh Consolidation Coal Company and Reilly Tar and Chemical Corporation dated July 26, 1955 under which Pittsburgh Consolidation Coal Company and Reilly Tar and Chemical Corporation entered into certain covenants relating to the operation of the Newark Plant which Reilly Tar and Chemical Corporation agreed to sell and Pittsburgh Consolidation Coal Company agreed to purchase.

Pitt-Consol Chemical Company agrees to accept the assignment of said Agreement and to carry out all the terms and conditions of said Agreement.

IN WITNESS WHEREOF the parties have caused this Assignment to be executed by their respective corporate officers this 16th day of August, 1955.

PITTSBURGH CONSOLIDATION COAL COMPANY

By



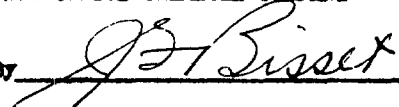
VICE PRESIDENT

ATTEST:


Secretary


PITT-CONSOL CHEMICAL COMPANY

By



VICE PRESIDENT

ATTEST:


Assistant Secretary

B I L L O F S A L E

KNOW ALL MEN BY THESE PRESENTS, That REILLY TAR & CHEMICAL CORPORATION of the State of Indiana, having its principal office at 1615 Merchants Bank Building in the City of Indianapolis in the County of Marion and State of Indiana, hereinafter called the Seller, for and in consideration of the sum of TEN DOLLARS (\$10.00) lawful money of the United States, to the Seller, in hand paid by PITT-CONSOL CHEMICAL COMPANY, a corporation of the State of New Jersey, having its principal office at 15 Exchange Place, in the City of Jersey City in the County of Hudson and State of New Jersey, hereinafter called the Buyer, and other good and valuable considerations, the receipt whereof is hereby acknowledged, has bargained and sold, and by these presents does grant and convey, unto the said Buyer, its successors and assigns, the improvements, fixtures, goods and chattels described as follows:

All buildings, structures, docks, boilers, tanks, stills, columns, pipelines, pumps, fences, roads, railroad tracks (excepting only any railroad tracks of the Central Railroad of New Jersey and of the Bay Shore Connecting Railroad running over the land), and other improvements and fixtures of every kind now or on July 26, 1955 located on the land or in the buildings thereon now known as the Newark Plant of Seller, which land consists of 48.801 acres more or less in the City of Newark, County of Essex and State of New Jersey and which is more particularly ^{described} in the Deed of even date from Seller to Buyer.

All machinery, tools, apparatus, and equipment of every description now or on July 26, 1955 located on said land or in the buildings or other improvements thereon, including

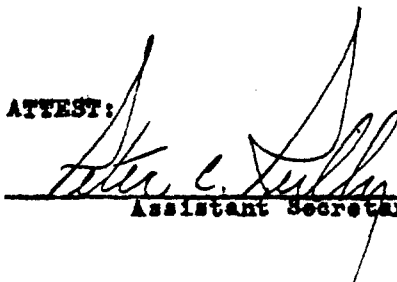
all laboratory equipment, first aid equipment, fire fighting equipment, truck scales, locomotive and portable cranes, trucks, lift trucks, portable conveyors, railroad unloading facilities and other equipment (excepting, however, ADT fire and watchman equipment which is leased and also excepting such machinery, tools, apparatus and equipment as may be removed from the premises pursuant to the provisions of Section 14 of the Purchase and Sale Agreement between Seller and Buyer dated July 26, 1955).

All office furniture, fixtures, and other equipment (including safes, typewriters, calculating or adding machines, and filing cabinets) and all records in connection with resin research and development now or on July 26, 1955 located in any of the buildings on said land.

TO HAVE AND TO HOLD the same, unto the said Buyer, its successors and assigns, forever, and Seller does covenant and agree, to and with the said Buyer to warrant and defend the sale of said improvements, fixtures, goods and chattels hereby sold unto the said Buyer, its successors and assigns, against all and every person and persons whomsoever.

IN WITNESS WHEREOF, the Seller has caused these presents to be signed by its proper corporate officers and caused its proper corporate seal to be hereunto affixed the 19th day of August in the year One Thousand Nine Hundred and Fifty-five.

ATTEST:


Assistant Secretary

REILLY TAR & CHEMICAL CORPORATION

By Carlton B. Edwards
President

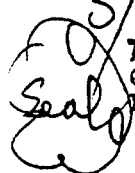
STATE OF NEW JERSEY }
COUNTY OF ESSEX } SS

CARLETON B. EDWARDS, President of REILLY TAR & CHEMICAL CORPORATION, the Seller named in the within instrument, being duly sworn, says:

1. That he is not a minor.
2. That said Seller is the owner of and in actual possession of the property mentioned in the within instrument.
3. That said Seller has the absolute right and authority to sell same under the conditions and terms mentioned in the within instrument.
4. That there are no mortgages, judgments, levies, municipal, state or federal taxes or any person who can claim any credit, attachments or executions existing against the said property, and that the same is free and clear of liens and encumbrances.
5. That the indebtedness to creditors of Seller was incurred in and will be paid in the normal course of business.
6. That this affidavit is made to induce the Buyer mentioned in the within bill of sale to purchase said goods and chattels mentioned in the within instrument knowing that the said Buyer relies upon the truth of the statements herein contained.

SUBSCRIBED and SWORN To before
me this 19th day of August,
1955.

Carlton B. Edwards
Carlton B. Edwards

 Alfred S. Nugent Jr.
A Notary Public in and for the
County of Essex and State of
New Jersey.

Alfred S. Nugent Jr.

Notary Public of New Jersey

My Commission Expires Jan. 25, 1958

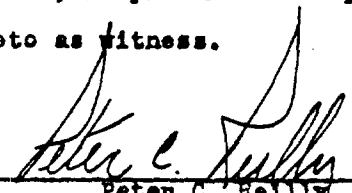
-3-

843020078


5

STATE OF NEW JERSEY }
COUNTY OF ESSEX } SS

BE IT REMEMBERED, That on this 19th day of August in the year One Thousand Nine Hundred and Fifty-five before me, the subscriber, a Notary Public, personally appeared PETER C. REILLY who, being by me duly sworn on his oath, doth depose and make proof to my satisfaction, that he is the Assistant Secretary of REILLY TAR & CHEMICAL CORPORATION, the Seller named in the within instrument; that CARLETON B. EDWARDS is the President of said corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the board of directors of said corporation; that deponent well knows the corporate seal of said corporation; and the seal affixed to said Instrument is such corporate seal and was thereto affixed and said Instrument signed and delivered by said President, as and for his voluntary act and deed and as and for the voluntary act and deed of said corporation, in presence of deponent, who thereupon subscribed his name thereto as witness.


Peter C. Reilly

SWORN to and SUBSCRIBED before me,)
at Newark, New Jersey)
the date aforesaid)

 Alfred S. Nugent Jr.
A Notary Public in and for
the County of Essex and
State of New Jersey

Notary Public of New Jersey
my Commission Expires Jan 25, 1958

CERTIFIED COPY OF RESOLUTION TO SELL

WHEREAS on the 26th day of July, 1955, the President and Secretary of the Corporation for and in behalf of the Corporation executed and delivered an Agreement for the sale of the Newark Plant to Pittsburgh Consolidation Coal Company or its nominee and said Agreement has been presented to and examined at this meeting;

RESOLVED that the action of the President and Secretary in executing and delivering said Agreement for and in behalf of the Corporation be and the same is hereby ratified, confirmed and approved; and


RESOLVED FURTHER that this Corporation shall sell its property in the City of Newark, County of Essex and State of New Jersey, known and described as the Newark Plant to Pittsburgh Consolidation Coal Company or its nominee for the consideration and upon the terms and conditions set forth in said Agreement; and

RESOLVED FURTHER that the President or a Vice President and the Secretary or the Assistant Secretary be and they hereby are authorized and directed for and in behalf of the Corporation to execute, affix the corporate seal to and deliver a full covenant and warranty deed, a bill of sale and all other instruments necessary or desirable to consummate said sale to Pittsburgh Consolidation Coal Company or its nominee and to perform all acts necessary or desirable to give full effect to said sale.

THIS IS TO CERTIFY that the foregoing is a true copy of resolutions passed by the Board of Directors of REILLY TAR & CHEMICAL CORPORATION at a meeting of said Board, held on the 5th day of August, One Thousand Nine Hundred and Fifty-five, at which a quorum was present, as the same appear on the minute book of the company.

IN WITNESS WHEREOF, I have hereunto signed my name as Assistant Secretary, and affixed the sale of said REILLY TAR & CHEMICAL CORPORATION this 19th day of August, 1955.

(CORPORATE
SEAL)



Peter C. Reilly
Assistant Secretary of Reilly Tar &
Chemical Corporation

TITLE NO.

STATE OF NEW JERSEY)
COUNTY OF ESSEX) S.S.

CORPORATION AFFIDAVIT OF TITLE

Peter G. Reilly, of full age, being duly sworn according to law upon his oath, deposes and says:

Assistant

1. I am the/Secretary-President of Reilly Tar & Chemical Corporation the corporation named as a party in a certain deed about to be given to Pitt-Consol Chemical Company dated August 19, 1955 and embracing premises located on Doremus Avenue in the City of Newark, County of Essex, State of New Jersey, and that all persons who executed said instruments are over twenty-one years of age.

2. All persons or corporations holding a substantial portion of the stock of said corporation are citizens of the United States and have resided in this Country since August 8, 1940. The said corporation does not hold title for or on behalf of any foreign national.

3. Said premises have been held in peaceable and undisturbed possession by said corporation since legal title passed to it, and the title has never been disputed, questioned or rejected to deponent's knowledge or belief, nor does deponent know any facts by reason of which said possession or title might be disputed or questioned, or by reason of which any claim to any part of said premises or any interest therein adverse to said corporation might be set up or made, **except such as are hereinafter mentioned.**

4. THERE ARE NO JUDGMENTS or decrees unsatisfied of record in any Court of the State of New Jersey, or of the United States for the District of New Jersey against said corporation, and there are no actions pending against it or to which it is a party.* No proceedings in Bankruptcy have ever been instituted by or against said corporation in any Court or before any Officer of any State or of the United States, nor has it at any time made an assignment for the benefit of creditors.

***No actions pending in New Jersey.**

5. NO MUNICIPAL IMPROVEMENTS have been made benefiting said premises for which assessments have not been made and confirmed and there are no Municipal improvements now under way and incomplete, the cost of which will be assessed against the above lands, **so far as known to deponent.**

6. NO UNEMPLOYMENT TAXES remain due and unpaid to the State of New Jersey under the State Unemployment Compensation Act.

7. NO CONTRACT for the sale of said premises has been made and NO OPTION TO PURCHASE same has been given to anyone by said corporation except to grantee aforesaid, and its parent corporation, Pittsburgh Consolidation Coal Company.

8. NO TAX APPEALS ARE PENDING AGAINST SAID PROPERTY.

9. THERE ARE NO ENCUMBRANCES except as hereinafter stated: Lien of unpaid 1955 taxes; Covenants, conditions, reservations, easements and restrictions in recorded instruments; and such other objections to the marketability of the title of the said premises appearing in the report of New Jersey Realty Title Insurance Company dated July 26, 1955.

10. THERE ARE NO TENANTS, LESSEES OR OCCUPANTS with rights in the premises, except Chas. L. Read & Co., Inc. under a lease terminating September 16, 1955, and outstanding rights of The Central Railroad Company of New Jersey and Bay Shore Connecting Railroad in railroad sidings located on the lands described in said Deed.

11. ~~There has been NO CONSTRUCTION, ALTERATION, ADDITIONS OR REPAIRS (exceeding \$200 in total cost) since October 1 of last year. Said improvements were fully completed and paid for in full more than four months ago. Said improvements have been completed within the past four months and all labor, materials and transportation furnished therein ARE PAID.~~

11. No person, firm or corporation has a right of Mechanics' Lien by reason of labor or material furnished within four months last past and no building has been erected nor have substantial alterations or additions been made to any building since October 1, 1954.

Sworn to and subscribed before me
this 19th day of August, 1955

ALFRED S. NUGENT, JR.

A Notary Public in and for the County of Essex
in the State of New Jersey

843020081

No.....

Certificate of Good Standing

TO NEW JERSEY REALTY TITLE INSURANCE COMPANY, of
Newark, New Jersey:-

I, **Peter C. Reilly, Assistant**

Secretary of

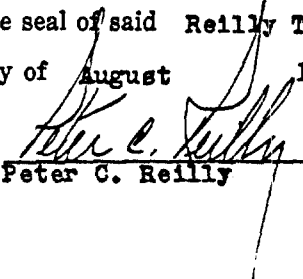
Reilly Tar & Chemical Corporation,

do hereby certify that the

above is the legal corporate name of the corporation which owns the land at on Doremus Avenue in the City of Newark, County of Essex and State of New Jersey about to be conveyed to Pitt-Consol Chemical Company, and more fully described in the Purchase and Sale Agreement dated July 26, 1955;

that it is a corporation of the State of **Indiana**; that its principal office is at 1615 Merchants Bank Building, Indianapolis, Indiana that the said corporation is solvent, and is not in the hands of a receiver; that no application for receivership for said company is pending; that said company has not changed its name; that the corporation is a going corporation; that it has never suspended its business; that it does not contemplate suspending its ordinary business, or does it contemplate insolvency; that the by laws and certificate of incorporation of this corporation do not contain any provision requiring consent of stockholders or other restriction to the sale or mortgaging of real estate; that no petition in bankruptcy has been filed by or against it, neither has it committed any act of bankruptcy; that its charter has not expired, neither has it been forfeited for non-payment of taxes or otherwise, and that said corporation has not been dissolved.

IN WITNESS WHEREOF, I have hereunto signed my name as **Assistant Secretary**, and affixed the seal of said **Reilly Tar & Chemical Corporation** this **19th** day of **August** **1955**



Peter C. Reilly **Assistant Secretary.**

843020082

Attachment 5

Responsive to Question 14

Fifteen (15) pages

**Several documents regarding the sale of a portion of the property
to Dixon Chemical Research, Inc. in 1955**

June 7, 1955

Mr. William K. Flanagan
625 Kinney Building
Newark 2, New Jersey.

Dear Mr. Flanagan:

We are attaching the following papers properly executed covering the sale of approximately 5.545 acres located at our Newark plant, City of Newark, County of Essex, State of New Jersey known as the south part of plat 6 to the Dixon Chemical Research, Inc.

1. Deed - Bargain and Sale
2. Corporation Affidavit of Title
3. Certificate of Good Standing
4. Certified Copy of Resolution to Sell
5. Letter Agreement May 17, 1955 between
Welded Products Company and Reilly Tar &
Chemical Corporation

We trust you will find all of the above in order to enable you to complete the transaction.

Yours very truly,

REILLY TAR & CHEMICAL CORPORATION

RJW.S

Encl.

R. J. Wechalar
Secretary

cc-Mr. George A. Reilly - Chicago

Note to George Reilly (nn on Orig.) Mr. Edwards gave me your letter of the 6th. Please note the Resolution to Sell, also refer to our Minutes of April 1, 1955 at which time we had a meeting, copy of same having been forwarded to you, which was outlined in our letter of April 26th to Mr. Flanagan, copy to you.

FLANAGAN

R.J.W.

843020084

MACLEISH, SPRAY, PRICE & UNDERWOOD

LAW OFFICES

134 SOUTH LA SALLE STREET

TELEPHONE RANDOLPH 6-9000

CHICAGO 3

JOHN E. MACLEISH
WALTER S. UNDERWOOD
CRANSTON SPRAY
CHARLES M. PRICE
JOSEPH W. TOWNSEND
JESS HALSTED
HAROLD C. BURGESS
ROBERT S. CUSHMAN
WENDELL J. BROWN
CLIFFORD C. PRATT
GEORGE A. REILLY
CHARLES B. MAHIN
WILLIAM H. QUEALY
WINFIELD T. DURBIN
ROBERT C. KECK
JOHN J. O'BRIEN
ARLINDO S. CATE
JOSEPH A. DUBBS

WALTER A. PRAXL
JOSEPH N. MORENCY, JR.
ROBERT M. BAKER
THADDEUS S. SNELL
JOHN M. BETTS
JOHN W. HUNT
JAMES T. OTIS
JOHN F. SWENSON
ROBERT W. WRIGHT, JR.

FORMERLY
SCOTT, MACLEISH & FALK

FRANK H. SCOTT, 1886-1931
EDGAR A. BANCROFT, 1904-1924
HORACE H. MARTIN, 1916-1925
LESTER L. FALK, 1915-1933

June 6, 1955

Mr. Carleton B. Edwards
Reilly Tar and Chemical Corporation
1615 Merchants Bank Building
Indianapolis 4, Indiana

Newark Plant

Dear Carleton:

I enclose herewith for execution the instruments necessary to consummate the sale to Dixon Chemical and Research, Inc. consisting of the following: (1) Bargain and Sale Deed; (2) Affidavit of Title; (3) Certificate of Good Standing; (4) Resolution to Sell. Please execute and forward these papers to Mr. William K. Flanagan well in advance of the closing date, which is June 15. I believe I have indicated in pencil on the instruments where insertions and signatures are to be made. The corporate seal should be affixed to each of the instruments. You should sign the deed once and Bob Wechsler should sign it twice. A Certificate of Magistracy should be attached to the deed.

The papers were prepared by Mr. William K. Flanagan. With his approval, I have added to the deed a paragraph reading as follows:

"This conveyance is made subject to the month-to-month tenancy of The Welded Products Co. occupying land and the building on said premises at the monthly rental of \$75.00 per month, beginning on the 16th day of each month and ending on the 15th day of the following month."

With this one addition, I find the papers in order.

843020085

MACLEISH, SPRAY, PRICE & UNDERWOOD

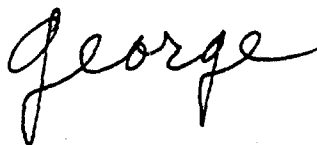
Mr. Carleton B. Edwards

-2-

June 6, 1955

It is my recollection that the letter agreement with Welded Products Co., Inc. was executed in triplicate and two signed copies were sent to the Indianapolis office. One of these copies was for delivery to Dixon Chemical and Research, Inc. and should be sent to Mr. Flanagan along with the other papers for delivery to Dixon.

Yours very truly,



GAR:MEF

Enc.

June 7, 1955

Mr. William K. Flanagan
625 Kinney Building
Newark 2, New Jersey.

Dear Mr. Flanagan:

We are attaching the following papers properly executed covering the sale of approximately 5.545 acres located at our Newark plant, City of Newark, County of Essex, State of New Jersey known as the south part of plat 6 to the Dixon Chemical Research, Inc.

1. Deed - Bargain and Sale
2. Corporation Affidavit of Title
3. Certificate of Good Standing
4. Certified Copy of Resolution to Sell
5. Letter Agreement May 17, 1955 between
Welded Products Company and Reilly Tar &
Chemical Corporation

We trust you will find all of the above in order to enable you to complete the transaction.

Yours very truly,

REILLY TAR & CHEMICAL CORPORATION

RJW.B

Encl.

R. J. Wechaler
Secretary

cc-Mr. George A. Reilly - Chicago

Note to George Reilly (nn on Orig.) Mr. Edwards gave me your letter of the 6th. Please note the Resolution to Sell, also refer to our Minutes of April 1, 1955 at which time we had a meeting, copy of same having been forwarded to you, which was outlined in our letter of April 26th to Mr. Flanagan, copy to you.

R.J.W.

843020087

CERTIFICATE OF GOOD STANDING

I, Robert J. Wechsler, secretary of Reilly Tar & Chemical Corporation, do hereby certify that the said Reilly Tar & Chemical Corporation is the legal corporate title of the corporation which owns certain premises located in the City of Newark, in the County of Essex and State of New Jersey, situate on the easterly side of Doremus Avenue and designated on the present maps of the said City of Newark as block 5270,

and is about to be conveyed to Dixon Chemical and Research, Inc.; that the said Reilly Tar & Chemical Corporation is a corporation of the State of Indiana, that its principal office is at 11 South Meridian Street, Indianapolis, Indiana, that the said corporation is solvent, and is not in the hands of a receiver; that no application for receivership for said company is pending; that the said company has not changed its name; that the corporation is a going corporation; that it has never suspended its business; that it does not contemplate suspending its ordinary business, nor does it contemplate insolvency; that the by laws and certificate of incorporation of this

corporation do not contain any provision requiring consent of stockholders to any restriction to the sale or mortgaging of real estate; that no petition in bankruptcy has been filed by or against it, neither has it committed any act of bankruptcy; that its charter has not expired, nor has it been forfeited for non-payment of taxes or other dues, and that said corporation has not been dissolved.

IN WITNESS WHEREOF, I have hereunto set my hand as secretary and affixed the seal of the said Reilly Tar & Chemical Corporation this
day of June, 1955.

Robert J. Wechsler Secretary
Robert J. Wechsler

CERTIFIED COPY OF RESOLUTION TO SELL

I, Robert J. Wechsler, Secretary of Reilly Tar & Chemical Corporation, a corporation of the State of Indiana, do hereby certify that at a duly convened meeting of the Board of Directors of the said Reilly Tar & Chemical Corporation held at its registered office, 11 South Meridian Street, Indianapolis, Indiana, on the 7th day of June, 1955, at which a quorum was present, the following preambles and resolution were adopted:

"WHEREAS, this corporation is the owner of certain lands and premises situate in the City of Newark, New Jersey, consisting of approximately 5.545 acres, known and designated on the assessment maps of the City of Newark as block 5070, lots 3 and 3A, which said premises are more particularly described in the Agreement of Sale heretofore executed and delivered by this corporation to Dixon Chemical and Research, Inc., a corporation of the State of New Jersey, wherein the said Dixon Chemical and Research, Inc. agrees to purchase the said premises for the sum of Seventy-Five Thousand (\$75,000.00) Dollars upon the terms and conditions more particularly set forth in the said Agreement of Sale; and

WHEREAS, the proposed deed of conveyance contemplated by the said Agreement of Sale, that is to say, a Bargain and Sale Deed with covenants against grantors acts, was exhibited and examined at this meeting;

NOW, THEREFORE, be it resolved that the proper officers of this corporation be and they are hereby authorized to execute and deliver on behalf of this corporation to Dixon Chemical and Research, Inc., the Bargain and Sale Deed exhibited at this meeting as well as all other instruments in writing of every nature and description usual and necessary to effectuate the sale of the said premises in the said Agreement of Sale mentioned, and upon the terms and conditions therein set forth."

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary and affixed the corporate seal of the said Reilly Tar & Chemical Corporation this 7th day of June, 1955.

Robert J. Wechsler
Robert J. Wechsler

CERTIFIED COPY OF RESOLUTION TO SELL

I, Robert J. Wechsler, Secretary of Reilly Tar & Chemical Corporation, a corporation of the State of Indiana, do hereby certify that at a duly convened meeting of the Board of Directors of the said Reilly Tar & Chemical Corporation held at its registered office, 11 South Meridian Street, Indianapolis, Indiana, on the 7th day of June, 1955, at which a quorum was present, the following preambles and resolution were adopted:

"WHEREAS, this corporation is the owner of certain lands and premises situated in the City of Newark, New Jersey, consisting of approximately 5.545 acres, known and designated on the annexed maps of the City of Newark as block 5070, lots 3 and 5; and whereas the premises are more particularly described in the agreement of Sale heretofore executed and delivered by this corporation to Dixon Chemical and Research, Inc., a corporation of the State of New Jersey, wherein the said Dixon Chemical and Research, Inc. agrees to purchase the said premises for the sum of Seventy-Five Thousand (\$75,000.00) Dollars upon the terms and conditions more particularly set forth in the said agreement of Sale; and

WHEREAS, the proposed deed of conveyance contemplated by the said Agreement of Sale, that is to say, a Bargain and Sale Deed with covenants against grantors acts, was exhibited and examined at this meeting;

NOW, THEREFORE, be it resolved that the proper officers of this corporation be and they are hereby authorized to execute and deliver on behalf of this corporation to Dixon Chemical and Research, Inc. the Bargain and Sale Deed exhibited at this meeting as well as all other instruments in writing of every nature and description usual and necessary to effectuate the sale of the said premises in the said Agreement of Sale mentioned, and upon the terms and conditions therein set forth."

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary and affixed the corporate seal of the said Reilly Tar & Chemical Corporation

this

day of

June

, 1955.

Robert J. Wechsler
Robert J. Wechsler

COURT, ATTORNEY FOR THE
A NOTARY PUBLIC FOR MARYLAND
IN WASHINGTON, D.C. 20004
My Commission Expires June 11, 1987

Robert J. Neuhouser

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WM. A. WHITE & SONS

June 16, 1955

AIR MAIL

Mr. George A. Reilly
MacLeish, Spray, Price & Underwood
134 South LaSalle Street
Chicago 3, Ill.

Re: Reilly Tar & Chemical Corp. property
Newark, N. J. - South part of Plot #6 -
Doremus Avenue

Dear Mr. Reilly:

I called Mr. Flanagan today and he advised me that the passing of title of the above mentioned property to Dixon Chemical & Research Company, Inc. was consummated today. We are enclosing our bill for commission in this matter in the amount of \$7500.✓

I told Mr. Flanagan that you intended to come to New York in about two weeks, at which time you would be consulting with him.

I am happy that this matter was brought to a successful conclusion and I hope the pending deal on the balance of the property will be closed soon.

With kindest regards, I remain,

Sincerely yours,

H. H. Martin

H. H. Martin
Asst. Vice President

/km

encl.

COPY

REILLY TAR & CHEMICAL CORPORATION

June 22, 1955

Mr. William K. Flanagan
Counsellor at Law
Kinney Building, Suite 625
Newark 2, New Jersey

Dear Mr. Flanagan:

We are pleased to enclose a check for \$587.80 to cover your services, documentary revenue stamps, and incidental disbursements in connection with the sale of the property to Dixon Chemical and Research, Inc. We have received and deposited the checks covering this sale.

We wish to thank you for your assistance in handling this matter for us.

Very truly yours,

REILLY TAR & CHEMICAL CORPORATION

T. E. Reilly
T. E. Reilly,
Vice-President

TER:DW

cc: Mr. George A. Reilly
c/o MacLeish, Spray, Price & Underwood
134 South La Salle Street
Chicago 3, Illinois

Mr. R. J. Wechsler - Office ✓

843020093

COPY
REILLY TAR & CHEMICAL CORPORATION

June 22, 1955

William A. White & Sons
Real Estate and Insurance
51 East 42nd Street
New York 17, New York

Gentlemen:

We are enclosing our check for \$7,500 in payment of the 10% Real Estate Commission on the sale of part of Plot 6 of our Newark, New Jersey Plant to Dixon Chemical & Research Company, Inc. This is in payment of your invoice rendered June 15.

We wish to thank you for assisting in the sale of this property.

Very truly yours,

REILLY TAR & CHEMICAL CORPORATION

T. E. Reilly
T. E. Reilly,
Vice-President

TER:DW

cc: Mr. George A. Reilly
c/o MacLeish, Spray, Price and Underwood
134 South La Salle Street
Chicago 3, Illinois

Mr. R. J. Wechsler - Office

843020094

JOHN E. MACLEISH
WALTER S. UNDERWOOD
CRANSTON SPRAY
CHARLES M. PRICE
JOSEPH W. TOWNSEND
JESS HALSTED
HAROLD D. BURGESS
ROBERT S. CUSHMAN
WENDELL J. BROWN
CLIFFORD C. PRATT
GEORGE A. REILLY
CHARLES B. MAHIN
WILLIAM H. QUEALY
WINFIELD T. DURBIN
ROBERT C. KECK
JOHN J. O'BRIEN
ARLINDO S. CATE
JOSEPH A. DUBBS

WALTER A. PRAXL
JOSEPH M. MORENCY, JR.
ROBERT M. BAKER
THADDEUS S. SNELL
JOHN M. BETTS
JOHN W. HUNT
JAMES T. OTIS
JOHN F. SWENSON
ROBERT W. WRIGHT, JR.

MACLEISH, SPRAY, PRICE & UNDERWOOD
LAW OFFICES
134 SOUTH LA SALLE STREET
TELEPHONE RANDOLPH 6-9000
CHICAGO 3

FORMERLY
SCOTT, MACLEISH & FALK
FRANK H. SCOTT, 1886-1931
EDGAR A. BANCROFT, 1904-1924
HORACE H. MARTIN, 1916-1925
LESTER L. FALK, 1915-1933

June 20, 1955

Mr. Robert J. Wechsler
Reilly Tar & Chemical Corporation
1615 Merchants Bank Building
Indianapolis, Indiana

Dear Bob:

Subject: Newark Plant - Dixon Chemical
& Research, Inc.

I am advised that the sale of the south part of plot 6 to Dixon Chemical and Research, Inc. was closed on June 16. In connection with the closing I have received, and forward to you, the following:

1. Closing statement showing the balance due you of \$65,194.47 after adjustment for pro-ration of taxes.
2. Certified check No. 257 of Dixon Chemical and Research, Inc. on the County Bank & Trust Company, Paterson, New Jersey, payable to the order of Reilly Tar & Chemical Corporation, in the amount of \$65,000.00.
3. Uncertified check No. 258 in the amount of \$194.47.
4. Statement of William K. Flanagan for services and disbursements in the amount of \$587.80.
5. Statement of Wm. A. White & Sons for real estate commission in the amount of \$7500.00.

*See
12-11-55
Newark
Sp 9c
DISBURSEMENT
FILE*

You should deposit the two checks immediately in the special account with Indiana National Bank which I believe is designated the Newark Plant account.

It is my opinion that the statements of William K. Flanagan and Wm. A. White & Sons are in order and I recommend that they be paid out of said special account.

843020095

MACLEISH, SPRAY, PRICE & UNDERWOOD

Reilly Tar & Chemical Corp. - 6/20/55 - 2

Please inform Messrs. Edwards, Peter C. Reilly, Jr., and Thomas E. Reilly of the closing.

As soon as the checks have cleared and you have paid the attorney's fees and real estate commission, you should consult with Tom Reilly concerning the application of a substantial part of the balance of said special account to the reduction of the loan at Indiana National Bank.

Yours very truly,

George

P.S. : Please don't lose the checks just because this is a Newark matter. Someday we must break the junk. - G.A.R.

GAR.DP

Registered
Mail.

C O P Y

William K. Flanagan
Counsellor at Law
Newark 2, N. J.

William K. Flanagan, Jr.

June 17, 1955

Reilly Tar & Chemical Corporation
to

William K. Flanagan, Dr.

Reilly Tar & Chemical Corporation - Dixon Chemical and Research, Inc.
Premises, Doremus Avenue, Newark, N. J.

To all services in the above matter from March 30, 1955, to date, including examination of correspondence between you and Dixon Chemical; conferences and correspondence with Mr. Allabough, attorney for and secretary of vendee, regarding agreement of sale; discussions, conferences and correspondence with Mr. Allabough and with New Jersey Realty Title Insurance Company regarding Riparian Grant; preparing metes and bounds description for agreement of sale, drawing agreement of sale and preparing notice of waiver, minutes of meeting and resolution authorizing sale; examination of report to applicant by Title Company and discussion of exceptions with Title Company and Mr. Allabough; securing cancelation of many exceptions to title raised by Title Company; examination of survey of premises ordered by purchaser after recordation of Riparian Grant and conforming metes and bounds description to same; correspondence, interviews and conferences regarding access to tract from Doremus Avenue and review of file in Newark plant regarding access roads over Bayshore Connecting Railroad; examination of correspondence regarding tenancy of Welded Products and conferences with your local representatives regarding same; correspondence with purchaser on same subject; preparing deed of conveyance, certificate of good standing and resolution to sell; visit to Assessor's office in City Hall, Newark, N. J., regarding assessment of taxes for second and third quarters 1955 and securing necessary data for apportionment; arranging for closing of title on June 16, 1955, closing same on date mentioned and report to you thereon. \$500.00

" documentary revenue stamps affixed to deed (\$1.10 per M) 82.50

" incidental disbursements 5.30

\$587.80

Received payment

Dep

843020097

14

C O P Y

June 15, 1955

Reilly Tar & Chemical Corporation
1615 Merchants Bank Building
11 South Meridian Street
Indianapolis 4, Indiana

WM. A. WHITE & SONS, Dr.

Real Estate and Insurance

51 EAST 42nd STREET

New York 17, N. Y.

OD-1884 To commission for sale of Waterfront property described
as "South part of Plot 6 (5 $\frac{1}{2}$ acre tract) of Reilly Tar
& Chemical Corporation property, Dremus Avenue, Newark,
New Jersey to Dixon Chemical & Research Company, Inc. at
the price of \$75,000, all cash.

Commission: 10% of \$75,000

\$7500.00

*PQ Check
Duplicate*

15

843020098

Attachment 6

Responsive to Question 14

Five (5) Pages

**Agreement regarding the sale of a portion of the property
to National Distillers Products Corporation, September 15, 1954**

843020099

Articles of Agreement, made the Fifteenth

day of September in the year One Thousand Nine Hundred and Fifty-four
Between Reilly Tar & Chemical Corporation, an Indiana corporation

with its principal office at
~~existing at~~ 1615 Merchants Bank Building
in the City of Indianapolis in the County of
Marion and State of Indiana hereinafter referred to as the Seller;

And National Distillers Products Corporation, a Virginia corporation,
with Executive offices at 99 Park Avenue in the Borough of Manhattan

in the City of New York in the County of
New York and State of New York hereinafter referred to as the Purchaser;

Witnesseth, That the Seller, for and in consideration of the sum of Forty-six Thousand
One Hundred and Seventy Dollars (\$46,170.00)

to be paid and satisfied as hereinafter mentioned, and also in consideration of the covenants and agreements
hereinafter mentioned, made and entered into by the Purchaser, doth agree to and with the said Purchaser,
that the Seller will well and sufficiently convey to the said Purchaser by Deed of Bargain and Sale in
fee simple with covenants against grantor's acts,
free from all encumbrance except as hereinafter mentioned, on or before the First day of
November next ensuing the date hereof,

All that certain lot, tract, or parcel of land and premises together with the buildings
thereon and the appurtenances thereto appertaining, hereinafter particularly described, situate, lying and
being in the City of Newark in the County of Essex
and State of New Jersey., described as follows:

BEGINNING at a point in the easterly side line of Doremus Avenue at
the corner of land of the Central Railroad Company of New Jersey, which
point is 70 feet southerly from the center line of said Railroad measuring
at right angles thereto;

thence (1) running along the line of the Central Railroad Company of
New Jersey, south 68 degrees 9 minutes 30 seconds East 595.78 feet to the
exterior pierhead and bulkhead line in the Passaic River as fixed by the
Bureau of Navigation of the State of New Jersey;

thence (2) along said exterior pierhead and bulkhead line, south 80
degrees 16 minutes west 245 feet to a point;

thence (3) north 62 degrees 9 minutes 30 seconds west 620.56 feet to
the line of land of Bay Shore Connecting Railroad;

thence (4) northerly on a curve to the left with a radius of 450.40
feet an arc distance of 30.23 feet to the easterly line of Doremus Avenue;

thence (5) along said easterly line of Doremus Avenue north 34 degrees
12 minutes east 74.98 feet to a point;

thence (6) along said easterly line of Doremus Avenue north 27 degrees
50 minutes 30 seconds east 189.80 feet to the line of the Central Railroad
Company of New Jersey and the place of Beginning.

Containing approximately 3.42 Acres.

843020100

Together with all riparian rights and all water rights of every kind and description belonging to Seller in and to the lands lying in the bed of the Passaic River between the northerly and southerly lines of the above described premises and between extensions of said lines into said Passaic River and in and to the use of the waters flowing over such lands

The above description is according to a survey by Borrie & McDonald Surveyors, dated September 10, 1954.

And the Purchaser covenants, promises and agrees to and with the Seller that the Purchaser will pay or satisfy, or cause to be paid and satisfied, unto the Seller, the said sum aforesaid as and for the purchase money of the foregoing described land and premises, in the following manner, that is to say:

On execution of this agreement for which this is also a receipt \$ 4617.00

On delivery of deed, cash or Cashier's or Certified Check \$ 41,553.00

~~By assuming the mortgage at present a lien on the premises, and paying the same according to the terms thereof~~ \$

~~On Bond and Mortgage, same containing usual interest, tax, assessment, insurance and installment default clauses, and an agreement not to claim credit on the interest payable on bond and mortgage, by reason of any tax assessed, or to be assessed against the premises, with interest at % payable for years \$~~

This contract is entered into upon the knowledge of the parties as to the value of the land and whatever buildings are upon the same, and not on any representations made as to character or quality.

And the Seller hereby agrees to pay to a commission of % on the purchase price aforesaid, said commission to be paid in consideration of services rendered in consummating this sale; said commission to become due and payable upon the execution of

And it is further Agreed, by the parties to these presents, that the Purchaser may enter into and upon the said land and premises on the day of next ensuing the date hereof, and from thence take the rents, issues and profits to the use of the Purchaser.

The Seller agrees to, and does hereby grant to Purchaser, a license to construct on the property of Seller situated to the south of and immediately adjacent to the above described land and premises, at locations satisfactory to Seller and to use at such intervals and in such manner as not to materially interfere with Seller's use of its water-front, not more than three sets of bollards and three clusters of piles so long as Seller continues to own said adjacent property.

In the event that Seller shall construct on said adjacent property any building, dock, or other improvement and Seller shall, in its discretion, determine that the location or use of any set of bollards or piles, interferes with the construction or use of said building, dock or other improvement, Purchaser agrees, at its own expense, to move the bollards or piles so interfering to another location satisfactory to Seller.

Purchaser agrees to and does hereby grant to Seller, a license to use, at such intervals and in such manner as not to materially interfere with Purchaser's use of its water-front, any or all bollards and piles erected by Purchaser either on the above described land and premises or on said adjacent property of Seller so long as Seller continues to own said adjacent property.

Seller has placed on the market said adjacent property and it is expressly agreed that upon the sale of said adjacent property or any part thereof by Seller, said licenses from Seller to Purchaser and from Purchaser to Seller shall immediately cease and terminate without further notice by either party to the other.

In the event that Seller shall enter into any contract for the sale of said adjacent property or any part thereof, Seller agrees to notify Purchaser promptly of the name of the prospective purchaser under said contract to enable Purchaser to negotiate with said prospective purchaser for the right to maintain and use such bollards and piles on said adjacent property.

Purchaser agrees with Seller that if, upon sale of said adjacent property or any part thereof, Seller or the purchaser of any such adjacent property shall request Purchaser, in writing, to remove said bollards and piles from such adjacent property, Purchaser shall commence to remove said bollards and piles within 15 days after receipt of such written notice and shall complete the removal within 30 days thereafter at its expense and if said bollards and piles are not removed within said period of time, Seller or the purchaser of such adjacent property may remove the same and charge the expense to Purchaser.

It is agreed that Seller and Purchaser shall each pay one half (1/2) of the cost of said survey and the placing of stakes or monuments.

Purchaser agrees to and does hereby grant to Seller and to the lessees of the adjacent property of Seller, a license of ingress and egress and for utilities, to and from said adjacent premises over the above described land and premises for a period of six months from the date hereof.

before me, the subscriber, a

personally appeared

who, being by me duly sworn on h oath, doth depose and make proof to my satisfaction, that he
is the of

...improvements thereon and that
buildings comply with municipal ordinances and regulations and the provisions of the New Jersey State Tenement House Act as enforced by the State Board of Tenement House Supervision, to be shown by the report of the department or board enforcing the same where such ordinances, regulations and said act apply.

It is expressly understood and agreed that the title to the land and premises hereby agreed to be conveyed is not derived from any Martin Act proceedings or any Act for the Sale of Land for non-payment of the municipal taxes or assessments, or adverse or color of title possession.

The premises above described are sold subject to zoning ordinances and restrictions of record, if any.

If at the time before the delivery of the deed, the premises or any part thereof shall be or shall have been affected by an assessment or assessments which are or may become payable in annual installments of which the first installment is then due or has been paid, then for the purposes of this contract all the unpaid installments of any such assessments, including those which are to become due and payable after the delivery of the deed, shall be deemed to be due and payable and to be liens upon the premises affected thereby and shall be paid and discharged by the Seller thereof, upon the delivery of the deed. Unconfirmed improvements or assessments, if any, shall be paid and allowed by the Seller on account of the purchase price, if the improvement or work has been completed on or before

All sums paid on account of this contract, and the reasonable expense of the examination of the title to said premises are hereby made liens thereon, but such liens shall not continue after default by the Purchaser under this contract.

It is further expressly agreed that the words used in the singular shall include words in the plural where the text of this instrument so requires.

And for the performance of all and singular the covenants and agreements aforesaid, the said parties do bind themselves and their respective heirs, executors and administrators, successors and assigns, and they hereby agree to pay, upon failure to perform the same, the sum of _____ which they hereby fix and settle as liquidated damages therefor.

In Witness Whereof, the said parties have hereunto interchangeably set their hands and seals, or caused these presents to be signed by their proper corporate officers and caused their proper corporate seals to be hereunto affixed, the day and year first above written.

Signed, Sealed and Delivered
in the presence of

ATTEST:

REILLY TAR & CHEMICAL CORPORATION

By:

President

Secretary

NATIONAL DISTILLERS PRODUCTS CORPORATION

ATTEST:

By:

Secretary

In consideration of mutual promises and agreements herein stated, we hereby agree to extend the date for the delivery of deed and execution of this contract to at same hour and place.

In Witness Whereof, the Seller and Purchaser have caused these presents to be signed this
day of 19 .

State of New Jersey
County of

} ss.:

Be it Remembered, That on this
in the year One Thousand Nine Hundred and
personally appeared

day of
before me, the subscriber, a

who, being by me duly sworn on h oath, doth depose and make proof to my satisfaction, that he
is the of

the Seller named in the within Instrument; that

is the President of said corporation; that the execution, as well as the making
of this Instrument, has been duly authorized by a proper resolution of the board of directors of said
corporation; that deponent well knows the corporate seal of said corporation; and the seal affixed to
said Instrument is such corporate seal and was thereto affixed and said Instrument signed and delivered
by said President, as and for h voluntary act and deed and as and for the voluntary
act and deed of said corporation, in presence of deponent, who thereupon subscribed h name thereto
as witness.

Sworn to and subscribed before me,

at
the date aforesaid

In consideration of
in hand paid

hereby assign to

(\$) dollars to

this contract and all rights thereunder, subject to all conditions herein mentioned.

Witness

hand and seal this

day of

19

Contract

For the Sale of Property

REILLY TAR & CHEMICAL
CORPORATION

TO

NATIONAL DISTILLERS PRODUCTS
CORPORATION

Dated, September 1954

State of New Jersey
County of

} ss.:

Be it Remembered, That on this
in the year One Thousand Nine Hundred and

day of

, before me, the subscriber,

personally appeared

who, I am satisfied,
I first made known the contents thereof, and thereupon
signed, sealed and delivered the same as
purposes therein expressed.

the Seller mentioned in the within Instrument, to whom
acknowledged that
voluntary act and deed, for the uses and

843020104

Attachment 7

Responsive to Question 14

Four (4) Pages

**Deed transferring portion of the property to
National Distillers Products Corporation,
November 22, 1954**

This Indenture,

Made the _____ day of _____, in the year of our
Lord One Thousand Nine Hundred and Fifty-Four

Between Reilly Tar & Chemical Corporation (hereafter sometimes
called Vendor)

a Corporation of the State of Indiana having its principal office in the
City of Indianapolis in the County of
Marion in said State of Indiana, party of the First Part;

And National Distillers Products Corporation (hereafter some-
times called Vendee)

a Corporation of the State of Virginia having its principal office in the
of _____ in the County of
in said State of Virginia, party of the Second Part;

Witnesseth, That the said party of the First Part, for and in consideration of other
good and valuable considerations and the sum of One (\$1.00) Dollar

lawful money of the United States of America, to them well and truly paid by the said party of the
Second Part, at or before the sealing and delivery of these presents, the receipt whereof is hereby
acknowledged, and the said party of the First Part being therewith fully satisfied, contented and paid,
have given, granted, bargained, sold, aliened, remised, released, enfeoffed, conveyed and confirmed, do
and by these presents does give, grant, bargain, sell, convey and confirm to the said party of the
Second Part, its successors and assigns, forever,

All that certain

tract or parcel of land and premises, hereinafter particularly described, situate, lying and being
in the City of Newark in the County of
Essex and State of New Jersey.

BEGINNING at a point in the easterly side line of Doremus Avenue
at the corner of land of the Central Railroad Company of New Jersey,
which point is 70 feet southerly from the center line of said Rail-
road measuring at right angles thereto;

thence (1) running along the line of the Central Railroad Company
of New Jersey, south 62 degrees 9 minutes 30 seconds east 595.78 feet
to the exterior pierhead and bulkhead line in the Passaic River as
fixed by the Bureau of Navigation of the State of New Jersey;

thence (2) along said exterior pierhead and bulkhead line, south
20 degrees 16 minutes west 245 feet to a point;

thence (3) north 62 degrees 9 minutes 30 seconds west 626.56 feet
to the line of land of Bay Shore Connecting Railroad;

thence (4) northerly on a curve to the left with a radius of 450.40
feet an arc distance of 30.23 feet to the easterly line of Doremus Avenue

thence (5) along said easterly line of Doremus Avenue north 34
degrees 12 minutes east 74.98 feet to a point;

thence (6) along said easterly line of Doremus Avenue north 27
degrees 50 minutes 30 seconds east 139.80 feet to the line of the Central
Railroad Company of New Jersey and the place of BEGINNING.

Containing approximately 3.42 Acres.

Together with all riparian rights and all water rights of every kind, nature and description belonging to Seller in and to the lands lying in the bed of the Passaic River between the northerly and southerly lines of the above described premises and between extensions of said lines into said Passaic River and in and to the use of the waters flowing over such lands.

The above description is according to a survey by Borrie & McDonald, Surveyors, dated September 10, 1954.

Being a portion of the same premises conveyed to the said Vendor by deed recorded in the office of the Register of Essex County in Book C 87, pages 221-230 et seq.

The Vendor agrees to, and does hereby grant to Vendee, a license to construct on the property of Vendor situated to the south of and immediately adjacent to the above described land and premises, at locations satisfactory to Vendor and to use at such intervals and in such manner as not to materially interfere with Vendor's use of its water-front, not more than three sets of bollards and three clusters of piles so long as Vendor continues to own said adjacent property.

In the event that Vendor shall construct on said adjacent property any building, dock, or other improvement and Vendor shall, in its discretion, determine that the location or use of any set of bollards or piles, interferes with the construction or use of said building, dock or other improvement, Vendee agrees, at its own expense, to move the bollards or piles so interfering to another location satisfactory to Vendor.

Vendee agrees to and does hereby grant to Vendor, a license to use, at such intervals and in such manner as not to materially interfere with Vendee's use of its water-front, any or all bollards and piles erected by Vendee either on the above described land and premises or on said adjacent property of Vendor so long as Vendor continues to own said adjacent property.

Vendor has placed on the market said adjacent property and it is expressly agreed that upon the sale of said adjacent property or any part thereof by Vendor, said licenses from Vendor to Vendee and from Vendee to Vendor shall immediately cease and terminate without further notice by either party to the other.

In the event that Vendor shall enter into any contract for the sale of said adjacent property or any part thereof, Vendor agrees to notify Vendee promptly of the name of the prospective purchaser under said contract to enable Vendee to negotiate with said prospective purchaser for the right to maintain and use such bollards and piles on said adjacent property.

Vendee agrees with Vendor that if, upon sale of said adjacent property or any part thereof, Vendor or the purchaser of any such adjacent property shall request Vendee, in writing, to remove said bollards and piles from such adjacent property, Vendee shall commence to remove said bollards and piles within 15 days after receipt of such written notice and shall complete the removal within 30 days thereafter at its expense and if said bollards and piles are not removed within said period of time, Vendor or the purchaser of such adjacent property may remove the same and charge the expense to Vendee.

Vendee agrees to and does hereby grant to Vendor and to the lessees of the adjacent property of Vendor, a license of ingress and egress and for utilities, to and from said adjacent premises over the above described land and premises for a period of six months from the date hereof.

INDIANA
State of ~~NEW YORK~~
County of MARION

ss.:

Be it Remembered, That on this twenty-second day of November
in the year of our Lord, One Thousand Nine Hundred and Fifty-Four, before me,
the subscriber, a Notary Public

personally appeared Robert J. Wechsler

who being by me duly sworn doth depose and make proof to my satisfaction that he is the
Secretary and that he well knows the Common Seal of Reilly Tar & Chemical Corporation

the Grantor named in the foregoing Deed, that the Seal thereto affixed is the Common Seal of the
said Corporation, and that the same was so affixed thereto, and the said Deed signed and delivered
by Carleton B. Edwards who was at
the date and execution thereof, President of said Corporation, as the voluntary act and
deed of the said Corporation, in the presence of said Deponent, and that the said Deponent subscribed
the same as witness to the execution thereof.

Subscribed and sworn to
before me this 22nd day
of November, 1954

Janet E. Storch
Janet E. Storch-Notary Public

My commission expires June 11, 1956

100-Bargain and Sale - Cor. Against Grantor.
From a Corporation to a Corporation

Deed.

REILLY TAR & CHEMICAL CORPORATION

TO

NATIONAL DISTILLERS PRODUCTS
& CORPORATION

Dated 1954

Received in the Office
of the County of N. J.
on the day of
A. D. 19 at o'clock in the
noon, and recorded in Book
of DEEDS for said County

on pages

LAW OFFICES
William K. Flanagan
790 Broad Street
Newark 25, N. J.

Together with all and singular the houses, buildings, trees, ways, waters, profits, privileges and advantages, with the appurtenances to the same belonging or in anywise appertaining.

Also, all the estate, right, title, interest, property, claim and demand whatsoever of the said party of the First Part, of, in and to the same, and of, in and to every part and parcel thereof.

To have and to hold, all and singular the above described land and premises, with the appurtenances, unto the said party of the Second Part, its successors and assigns, to the only proper use, benefit and behoof of the said party of the Second Part, its successors and assigns forever.

And the said party of the First Part for itself and its successors, does covenant, promise and agree to and with the said party of the Second Part, its successors and assigns, that it has not made, done, committed, executed or suffered any act or acts, thing or things whatsoever, whereby or by means whereof the above-mentioned and described premises, or any part or parcel thereof, now are, or at any time hereafter shall or may be impeached, charged or encumbered, in any manner or way whatsoever.

In Witness Whereof, the said party of the First Part has caused ~~its~~ common seal to be hereto affixed and attested by its Secretary, and these presents to be signed by its President, the day and year first above written.

Reilly Tar & Chemical Corporation

By Carleton B. Edwards President.
Carleton B. Edwards

ATTEST:

Robert J. Wechsler
Robert J. Wechsler Secretary.

Attachment 8

Responsive to Question 14

Eight (8) Pages

**Several documents regarding the sale of a portion
of the property to Lasp Realty Inc. in 1946**

INTER-OFFICE CORRESPONDENCE

REILLY TAR & CHEMICAL CORPORATION

TO: Mr. R. J. Wechsler, Indianapolis

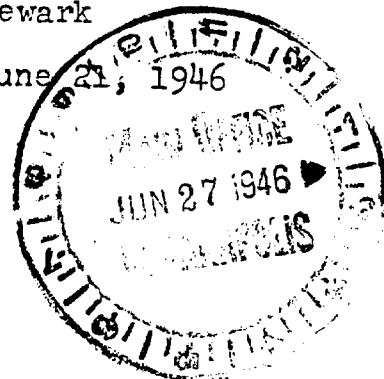
OFFICE: Newark

FROM: C. L. Hayes

DATE

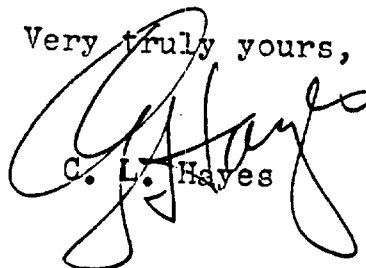
June 21, 1946

SUBJECT: LASP REALTY INC.



We are enclosing herewith papers
send us on December 17, 1945 in connection with
the sale of the property to the Lasp Realty Co.

Very truly yours,


C. L. Hayes

CLH:C

Encl.

INTER-OFFICE CORRESPONDENCE

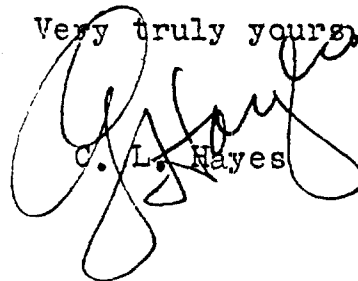
REILLY TAR & CHEMICAL CORPORATION

TO: Mr. R. J. Wechsler, Indianapolis OFFICE: Newark
FROM: C. L. Hayes DATE JUN 21 1946
SUBJECT: LASP REALTY, INC.



We are enclosing herewith copy of the Sales Agreement dated April 11, 1946, on the property sold to the Lasp Realty Inc., also blue-print of the property and plot involved.

Very truly yours,


C. L. Hayes

CLH:C

Encl.

843020112

This Agreement, made the 11th day of April
in the year of our Lord One Thousand Nine Hundred and forty-six.

Between Reilly Tar & Chemical Corporation,

a corporation duly organized and existing under and by virtue of the laws of the State of
Indiana, having its principal office in the State of New Jersey at Newark,
County of Essex, and State of New Jersey, party of the first part;
And Lasp Realty Inc.

a corporation duly organized and existing under and by virtue of the laws of the State of
New Jersey having its principal office in the City of Newark,
County of Essex and State of New Jersey party of the second part:

Witnesseth, That the said party of the first part, for and in consideration of the sum of
TWO THOUSAND (\$2,000.) - - - - - DOLLARS

to be paid and satisfied as hereinafter mentioned, and also in consideration of the covenants and
agreements hereinafter mentioned, made and entered into by the said party of the second part,
doth agree to and with the said party of the second part, that it the said party of the first part,
will well and sufficiently convey to the said party of the second part, its successors and assigns,
by Deed of Bargain and Sale, covenants against grantors ~~free of all encumbrances~~

on or before the fifteenth day of April next ensuing the date
hereof, All that

lot tract, or parcel of land and premises, hereinafter particularly described situate, lying and
being in the City of Newark in the County of
Essex and State of New Jersey

Beginning on a course of north 62 degrees 9 minutes 30 seconds west
67.46 feet westerly from the westerly line of Avenue P and distant
southerly 214.50 feet from the southerly line of Alleghany Avenue;
thence (1) North 62 degrees 09 minutes 30 seconds west 373.20 feet;
thence (2) North 44 degrees 18 minutes 30 seconds east 11.64 feet;
thence (3) North 55 degrees 39 minutes 30 seconds west 16.75 feet;
thence (4) South 44 degrees 18 minutes 30 seconds west 118.43 feet;
to a point distant 170 feet measured at right angles from the
center line of the Newark and New York Railroad as filed in the
office of the Secretary of State;
thence (5) South 75 degrees 36 minutes 44 seconds east 431.96 feet
to the point and place of beginning, containing 20,819 square feet.

Being a part of the same premises conveyed to the said party of
the first part by deed recorded in the Register's Office of the said
County of Essex in Book C 87 of deeds for said county on pages 221
et seq.

And the said party of the second part

for itself, its successors and assigns, doth covenant, promise and agree to and with the said party of the first part, its successors and assigns, that it the said party of the second part, will pay and satisfy or cause to be paid and satisfied, unto the said party of the first part, the said sum of

TWO THOUSAND (\$2,000.) - - - - - DOLLARS

as and for the purchase money of the foregoing described land and premises, in the following manner, that is to say:

| | |
|---|------------------|
| On execution of this agreement for which this is also | |
| a receipt | \$ 500.00 |
| On delivery of deed, in cash. | 1500.00 |
| | <u>\$2000.00</u> |

And it is further agreed by and between the parties herewith as follows:

(1) Taxes and water rents shall be apportioned and allowed as of the date of delivery of the said deed.

(2) The conveyance hereby contemplated shall be made expressly subject to all municipal regulations, zoning ordinances, and any other local or state authority having jurisdiction in the premises, also such facts as an accurate survey would disclose.

(3) If the title to the said premises shall prove unmarketable, by reason whereof the said party of the second part shall refuse to consummate this agreement, then this agreement and all rights acquired hereunder by the said party of the second part shall cease, determind and be void and the only liability hereunder of the said party of the first part shall be the repayment to the said party of the second part of the cash deposit made by it on account of the purchase price of the said premises, which said repayment shall be made when the said party of the second part shall surrender up, receipted for cancellation, its copy of this agreement.

(4) In addition to the purchase price above mentioned and as a part of the consideration for the conveyance hereby contemplated, the said party of the second part shall pay, when the same become due and payable, all costs for the repairs and maintenance of that part of the switch and spur located on the property of the said party of the first part which serves the premises presently occupied by Lacquer Specialties Co. and adjoin on the north the premises hereinabove described.

This Contract is entered upon the knowledge of the parties as to the value of the land and whatever buildings are upon the same, and not on any representations made as to character or quality.

State of New Jersey, } ss.:
County of

Be it Remembered, that on this _____ day of _____
in the year of Our Lord One Thousand Nine Hundred and _____, before me,
the subscriber,
personally appeared

who, being by me duly sworn on his oath, doth depose and make proof to my satisfaction, that he
is the _____ of the _____

that _____ the _____ named in the within Instrument;
is the _____

President of said corporation; that the execution, as well as the making of this instrument, has
been duly authorized by a proper resolution of the board of directors of the said corporation; that
deponent well knows the corporate seal of said corporation; and the seal affixed to said Instrument
is such corporate seal and was thereto affixed, and said Instrument signed and delivered by said

President, as and for his voluntary act and deed and as and for the voluntary act
and deed of said corporation, in presence of deponent, who thereupon subscribed his name thereto
as witness.

Sworn to and subscribed before me,

at

the date aforesaid.

Contract
for Sale of Property

REILLY TAR & CHEMICAL
CORPORATION

TO

LASP REALTY INC.

DATED March _____ 1946.

William K. Flanagan
Attorney for Reilly Tar, etc.
790 Broad St., Newark 2, N.J.

ASSIGNMENT

In consideration of
to

(\$ _____) dollars to it in hand paid, it hereby assigns
this contract and all its rights thereunder.

Witness

hand and seal this

day of

A. D., 19 _____

843020115

And the said party of the part hereby agrees to pay to the licensed and authorized agent
a commission of % on the purchase price aforesaid

And it is Further Agreed by the parties to these presents, that the said party of the second part, its successors and assigns, may enter into and upon the said land and premises on the 15th day of April next ensuing the date hereof, and from thence take the rents, issues and profits to its and their use, provided this agreement shall then have been fully executed by the said party of the second part.

And it is Further Agreed by the parties hereto, that the said deed shall be delivered and received at the office of William K. Flanagan, Esquire, #790 Broad St., Newark 2, New Jersey.

between the hours of ten o'clock in the fore noon and two o'clock in the
after noon on the said fifteenth day of April
next ensuing the date hereof.

And for the performance of all and singular the covenants and agreements aforesaid, the said parties do bind themselves and their respective successors and assigns.

In Witness Whereof, the said parties have hereunto interchangeably set their hands and seals the day and year first above mentioned.

(s)
Attest: Robert J. Wechsler
R. J. Wechsler

Reilly Tar. & Chemical Corporation
(s)
By Peter C. Reilly
Secretary. President.

Attest:

Lasp Realty Inc.

(s) Akin M. French
Secretary.

By (s) Walter E. Frohboese
President.

EXTENSION CLAUSE

In consideration of mutual promises and agreements herein stated, we hereby agree to extend the date for the delivery of deed and execution of this contract to at same hour and place.

Attest:

Secretary.

By President.

Attest:

Secretary.

By President.

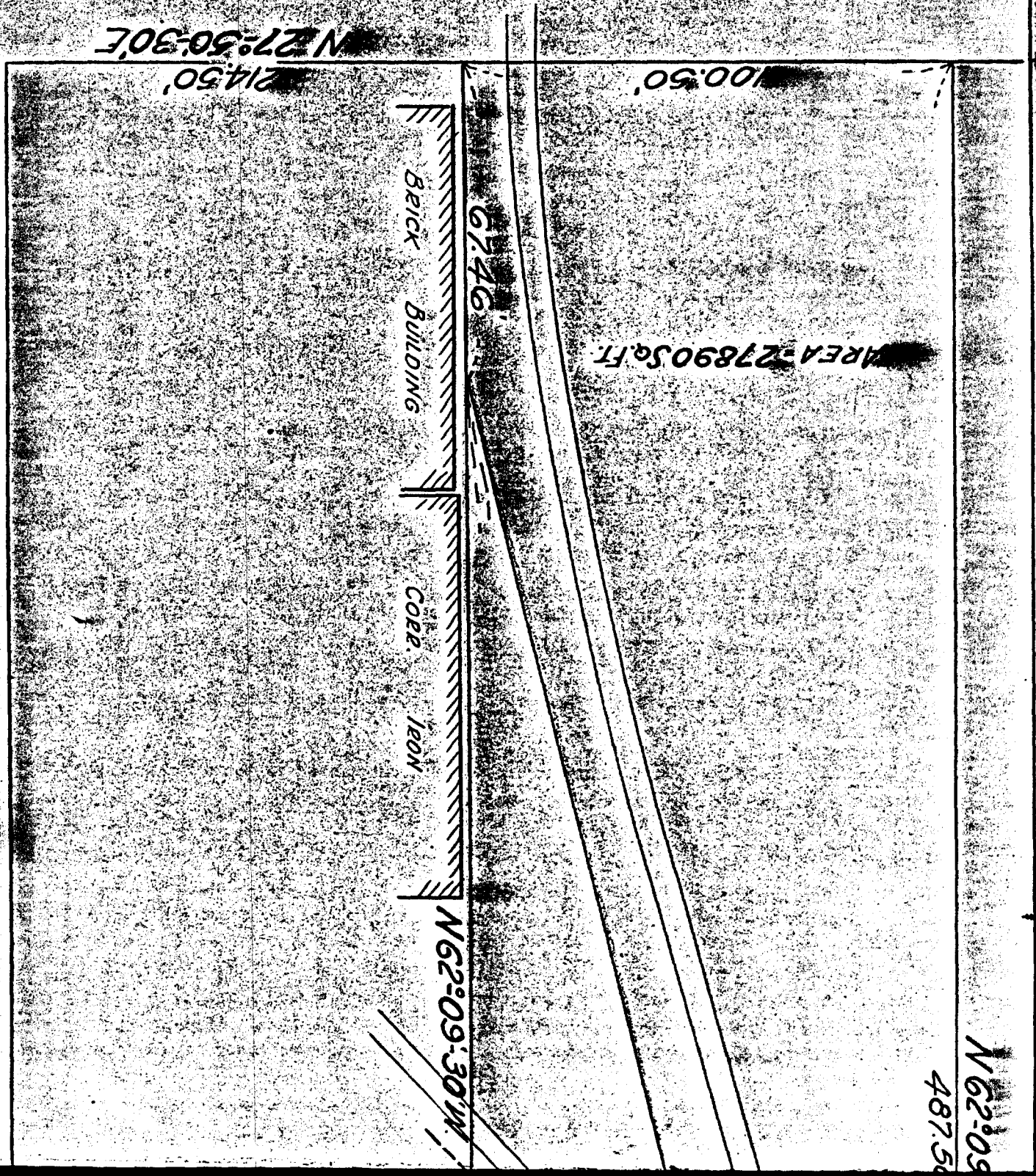
Papers submitted to Mr. W. K. Flanagan in
connection with sale of property to
the Lacquers Specialties Co.

- (1) Dated July 1, 1916
James Flockhart & Wife
to
George A. Mac Intosh
Registers Office - Essex Co. - Book T 57 of Deeds
Pages 194-197
-
- (2) Dated February 16, 1926
Thomas G. Haight Receiver of
Butterworth Judson Corporation
to
Lewis New York Terminals
Registers Office - Essex Co. - Book C-74 of Deeds Pages 303-306
-
- (3) Dated February 27, 1926
Butterworth - Judson Corpn.
to
Lewis New York Terminals
Registers Office - Essex Co. - Book C-74 of Deeds Pages 306-309
-
- (4) Agreement dated May 10, 1926
Between C.R. R. of N. J. and
Lacquers Specialties Inc.
Also F. J. Lewis Manufacturing Co.
- *

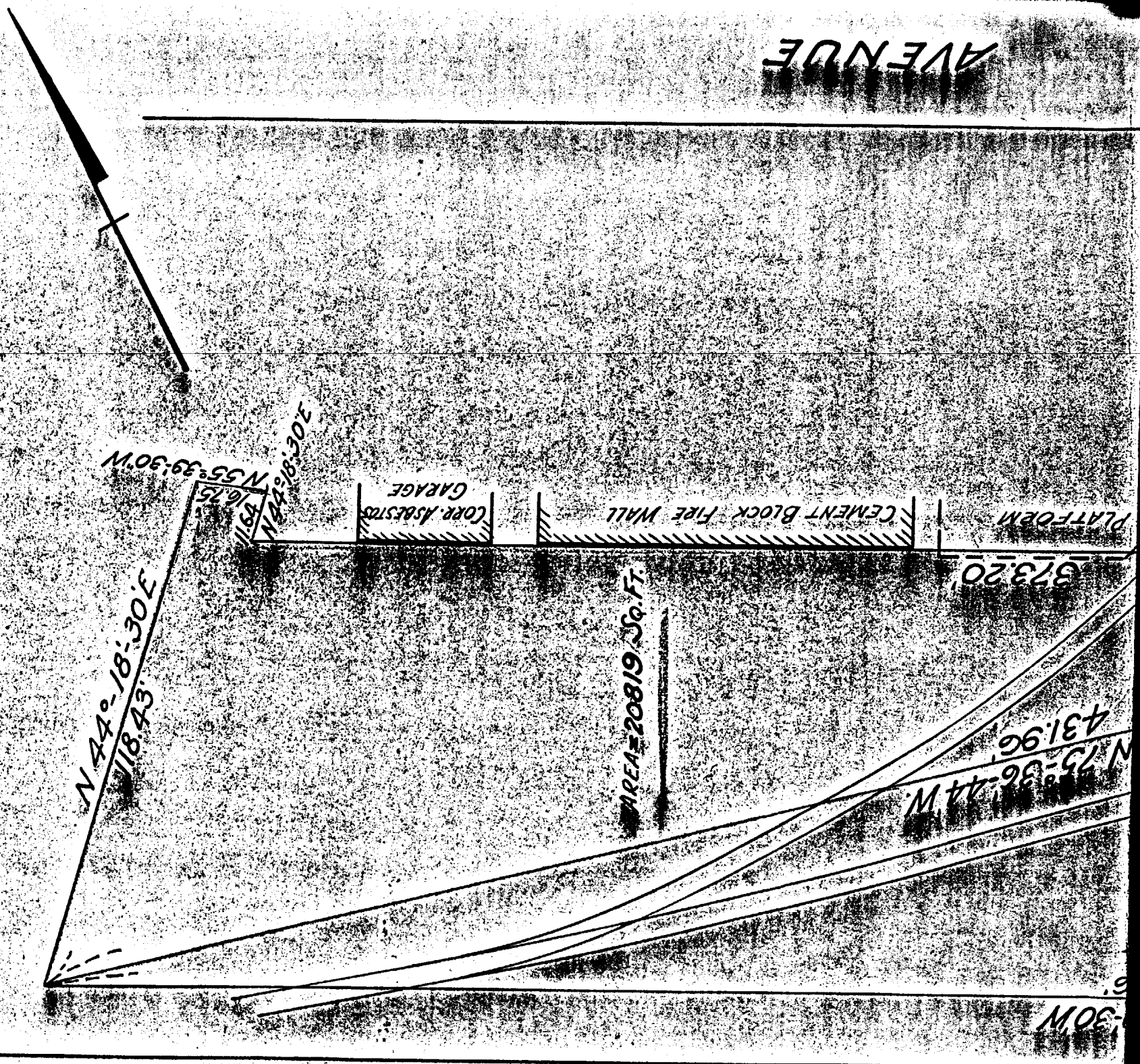
- (5) Dated March 30, 1929
Lewis New York Terminals
to
International Combustion Tar & Chemical Corpn.
Registers Office - Essex Co. - Book F79 of Deeds Pages 575-580
Also a copy of the above.
-
- (6) Dated December 29, 1933
Copy - The Reilly Corporation
to
Reilly Tar & Chemical Corpn.

Scale 1" = 30' Revised March 4, 1946. Duffly & McCondeless Surveyors
Surveyed January 26, 1946

AVENUE
D



Located in Newark, Essex County N.J.



AVENUE

Attachment 9

Responsive to Question 14

Eleven (11) Pages

**Several documents regarding the sale of a portion of
the property to Mr. Joseph Leibman in 1944**

Indianapolis 4

September 14, 1944

SPECIAL DELIVERY

Mr. William K. Flanagan
625 Kinney Building
Newark 2, New Jersey.

Dear Sir:

We are attaching deed for the property that is being sold to Mr. Leibman and note that grantee is to be left blank. These papers have been completed in line with your letter 12th to our New York office. We also attach the resolution authorizing the execution of the deed.

Very truly yours,

RJW.S

REILLY TAR & CHEMICAL CORPORATION

Encls.

By:-

R. J. Wechsler

cc-New York Office
cc-Newark Office
(nn on Orig.)

Sent PO 11³⁰ AM

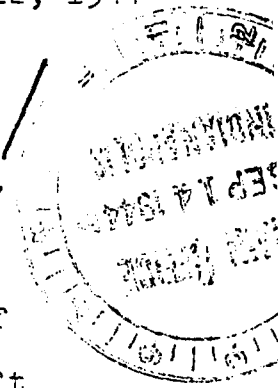
843020121

INTER-OFFICE CORRESPONDENCE

REILLY TAR & CHEMICAL CORPORATION

TO: Mr. R. J. Wechsler, Indianapolis OFFICE: New York
 FROM: P. C. Reilly, Jr. DATE September 12, 1944
 SUBJECT:

Urgent ! ! !



I am enclosing deed covering our sale of the parcel commonly known by us as the Schultz Vegetable Oil Property as well as a suggested draft of the minutes of the corporation authorizing this sale. Will you please execute these documents promptly and send them off immediately by special delivery mail to Mr. William K. Flanagan, 625 Kinney Building, Newark 2, New Jersey, sending to Mr. Hayes and to me a copy of your letter of transmittal.

P. C. Reilly, Jr.
 P. C. Reilly, Jr.

PCR:MB

L. J. W.

*Signs seal and mail - need in Newark
 Friday morning sure - lawyer advises registered
 mail unnecessary*
P. C. Reilly, Jr.

843020122

TELEPHONE
MARKET 2-4118

KINNEY BUILDING
SUITE 425

WILLIAM K. FLANAGAN
COUNSELLOR AT LAW
NEWARK 2, N. J.

September 12, 1944

Attn: Mr. Peter C. Reilly, Jr.
Reilly Tar & Chemical Corporation
500 Fifth Avenue
New York City, New York

Gentlemen: Reilly Tar & Chemical Corporation--leibman

The other side has indicated that the search of the premises in question is about completed and that title can pass near the end of the week. You will recall that the agreement of sale provides for the closing of title "on or before September 15, 1944."

I prepared the deed some time back and asked Mr. Hayes to ascertain the name of the secretary of the corporation and he told me last evening that the officer named is Mr. Robert J. Wechsler.

Enclosed is the deed which you will be good enough to sign, using your full name "Robert C. Reilly, Jr." and affix the corporate seal which I believe you have; then send it immediately to Indiana so that it may be signed by Mr. Wechsler and he should also make the proof on the back of the instrument before a notary public of Indiana. Both Mr. Wechsler and the notary public should sign their names in full i.e. the first name the middle initial the last name, the notary should affix his seal of office and should also procure and attach to the deed a county clerk's certificate of his authority to take an acknowledgment to a deed.

The Title Company which is searching the title desires a copy of a resolution passed by your Board of Directors authorizing the execution of the deed on behalf of the corporation. I have prepared and enclose herewith such a resolution. Please have this resolution passed by the Board of Directors and return it together with the deed, and Mr. Wechsler should also sign the resolution.

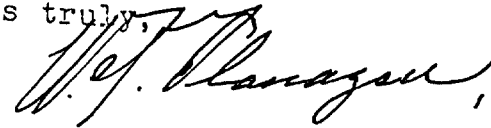
Since time is of the essence now I will appreciate your very early attention to the matter.

I should add that the name of the grantee is left blank because I do not know at the moment the correct name of the corporation which has been formed to take the title. My understanding is that leibman has assigned his contract of sale to a new outfit and its name can be

-2-

inserted later. Of course we do not care about this because we are giving only a Bargain and Sale Deed and are receiving cash for the full amount of the purchase price.

Yours truly,

A handwritten signature in cursive script, appearing to read "J. F. Managau", written in dark ink.

ENCS.

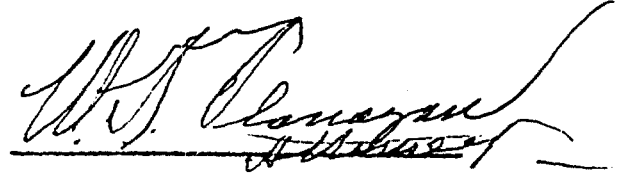
843020124

July 21, 1944.

2.

I hereby acknowledge the receipt of certified check of Joseph Liebman in the sum of Three Thousand Dollars (\$3,000.00) to the order of Reilly Tar & Chemical Corporation, together with contract for the purchase of real estate signed by the said Joseph Liebman.

If the said contract executed by Reilly Tar & Chemical Corporation is not delivered to Mr. Liebman by August 1, 1944, I agree to return certified check in the sum of Three Thousand Dollars (\$3,000.00) together with contract already signed by Joseph Liebman.

A handwritten signature in dark ink, appearing to read "W. J. Conner", is written over a horizontal line. The signature is fluid and cursive.

INTER-OFFICE CORRESPONDENCE

REILLY TAR & CHEMICAL CORPORATION

TO: Mr. P. C. Reilly, Jr., New York OFFICE: Indianapolis
FROM: H. R. Horner DATE: July 21, 1936
SUBJECT: Newark Plant - Drawing

During your recent visit to Indianapolis we believe Mr. Wechsler gave you the map showing the Schulz Vegetable Oil property. The dimensions on the east and west property lines was in question at the time and we gave you this as approximately 160 feet. We have investigated the title deed and find it is actually 157 feet. We have revised our drawing and are enclosing a copy for your file.

Very truly yours,



HRH:C
cc Mr. Wechsler

843020126

...meric the ... day of
in the year of Our Lord, One Thousand Nine Hundred and Forty-four.

Between

Reilly Tar & Chemical Corporation

a corporation duly organized and existing under and by virtue of the laws of the State of Indiana
having its principal office in the City of Newark, in the County of Essex
And ... and State of New Jersey a party of the first part;

a corporation duly organized and existing under and by virtue of the laws of the State of ...
having its principal office in the ... of ... County of ...
and State of ... a party of the second part:

Witnesseth, That the said party of the first part, for and in consideration of all other
good and valuable consideration and the sum of One (\$1.00) Dollar
lawful money of the United States of America, to it in hand well and truly paid by the said
party of the second part, at or before the sealing and delivery of these presents, the receipt whereof
is hereby acknowledged, and the said party of the first part being therewith fully satisfied, con-
tented and paid, has given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and con-
firmed, and by these presents does give, grant, bargain, sell, alien, release, enfeoff, convey and con-
firm unto the said party of the second part, and to its successors and assigns, forever

All that
tract or parcel of land and premises, hereinafter particularly described, situate, lying and
being in the City of Newark,
in the County of Essex and State of New Jersey:

BEGINNING at a point in the westerly line of Boreman Avenue where
the same is intersected by the northerly line of lands of the Central
Railroad of New Jersey which said point of beginning is distant
seventy (70) feet northerly from the center line of said Railroad
Company; and running thence (1) along the northerly line of lands
of the said Railroad Company South 65 degrees 7 minutes 30 seconds
five hundred one and twelve hundredths (501.12) feet, to the same
or less, to high-water line of the Passaic River; thence (2) along
same North 24 degrees 5 minutes 30 seconds East one hundred and
seven (157) feet, to the same or less, to a line drawn parallel
with the first course and distant one hundred and forty-seven (147)
feet northerly and at right angles therefrom; thence (3) North 65
degrees 7 minutes 30 seconds West, running part of the way through
partly on the premises hereby conveyed and partly on lands of
the Lewis New York Terminals, Inc., adjoining on the north,
and ninety-seven (97) feet, to the same or less, to a line
on Boreman Avenue, thence

24 degrees 52 minutes 30 seconds of arc and all other
part to the point or place of beginning; together with that part
the fourth tract described in a riparian grant from the State of New
Jersey to the Central Railroad of New Jersey, dated April 25, 1912,
and recorded in Book K-51 of Deeds for Essex County on pages 589-595,
as lies Easterly thereof and adjacent thereto under the waters of the
Passaic River; together with the use of the railroad track or siding
along the Northerly line of the premises above described, partly on the
premises above described and partly on the premises adjoining to the
North, the said tracks or siding to be used by the said party of the
second part for the purpose of transporting freight and other commodi-
ties to the premises herein above described, together with the right of
the said party of the second part to use said track as at present laid
and continued across and West of Doremus Avenue jointly with the owner
of the premises adjoining to the North, the premises hereby intended to
be conveyed for the purpose of carrying freight as aforesaid to and
from the Central Railroad Company of New Jersey, from whose lines said
track or siding is taken, but subject to the agreements as to the
maintenance of said tracks with the said Central Railroad Company of
New Jersey; together with all the right title and interest of the said
party of the first part in and to any other trackage rights, rights or
way or riparian rights or privileges owned or held by the said party or
the first part and used in connection with the premises above
described.

Being the same premises described in the deed recorded in the
Register's Office of the County of Essex in Book X-87 of Deeds for
said County on pages 487-489 and also in the deed recorded in the
said Register's Office in Book O-87 of Deeds for said County on
pages 221-230.

This conveyance is hereby made expressly subject to the rights of
tenants, to all municipal regulations and all other local, state, and
national authority having jurisdiction or in the said premises,
also to such facts as an accurate survey would disclose.

...with the appurtenances to the same belonging or in any way connected therewith...

Also all the estate, right, title, interest, property, claim and demand belonging to the said party of the first part, of, in and to the same, and of, in and to every part and parcel thereof...

To Have and To Hold all and singular the above described land and premises, with the appurtenances, unto the said party of the second part, its successors and assigns, to the use, profit, benefit and behoof of the said party of the second part, its successors and assigns forever.

And the said party of the first part...

for itself, its successors and assigns, does covenant, promise and agree to and with the said party of the second part, its successors and assigns, that it has not made, done, committed, executed or suffered any act or acts, thing or things whatsoever whereby or by means whereof the above mentioned and described premises, or any part or parcel thereof, now are, or at any time hereafter shall be, or may be impeached, charged or encumbered, in any manner or way whatsoever.

In Witness Whereof, the said party of the first part hath caused its corporate seal to be hereto affixed and attested by its Secretary, and these presents to be signed by its Vice President the day and year first above written.

Witness my hand and seal this 1st day of January, 1900.
By *Peter C. Kelly* Vice President.
Robert W. ... Secretary.

Indiana
State of New Jersey
County of Marion } ss.

Be it Remembered, that on this 14th
day of the year of Our Lord One Thousand Nine Hundred and Forty
the subscriber, a Notary Public of the State of Indiana,
personally appeared Robert J. Wechsler,

who, being by me duly sworn on his oath, doth depose and make proof to my satisfaction
is the Secretary of the Reilly Tar & Chemical

that the Grantor named in the within instrument
is the Vice
President of said corporation, that the execution, as well as the making of this instrument, has
been duly authorized by a proper resolution of the board of directors of the said corporation; that
deponent well knows the corporate seal of said corporation; and the seal affixed to said instrument
is such corporate seal and was thereto affixed, and said instrument signed and delivered by said
President, as and for his voluntary act and deed and as and for the voluntary act
and deed of said corporation, in presence of deponent, who thereupon subscribed his name thereto
as witness.

Sworn to and subscribed before me,

at Indianapolis, Ind.
the date aforesaid.

Robert J. Wechsler
Robert J. Wechsler, Secretary

James E. Storch

Notary Public for Indiana

Reilly Tar & Chemical Corporation

DATED 1944

Received in the Office of
the County of N.J.
on the day of
A. D. 19 at o'clock, in the
noon and Recorded in Book
of DEEDS for said
County on page

...day of ...
...before me,
...the ... State of Indiana
personally appeared ...

...who, being by me duly sworn on his oath, doth depose and make proof to my satisfaction, that he
is the Secretary of the Reilly Tar & Chemical Corporation

...the Grantor named in the within instrument;
that Peter S. Reilly, Jr. is the
President of said corporation; that the execution, as well as the making of this instrument, has
been duly authorized by a proper resolution of the board of directors of the said corporation; that
deponent well knows the corporate seal of said corporation; and the seal affixed to said instrument
is such corporate seal and was thereto affixed, and said instrument signed and delivered by said
Vice President, as and for his voluntary act and deed and as and for the voluntary
act and deed of said corporation, in presence of deponent, who thereupon subscribed his name thereto
as witness.

Sworn to and subscribed before me,

at Indianapolis, Ind.
on the date aforesaid.

Robert J. Schuber
Robert J. Schuber, Notary Public

James H. Storch
Notary Public for Indiana

RECEIVED

Reilly Tar & Chemical Corpora-
tion,

TO

DATED: 1914

Received in the
the County of ... N. J.

on the ... day of ...

A. D. 1914

at ... o'clock, in the
noon and Recorded in Book ...

of DEEDS for said
County, on page ...

Attachment 10

Responsive to Question 14

Fifty-four (54) Pages

**Several documents including deeds over the period of
1929 to 1935 relating to the acquired properties
constituting the Newark facility and as owned by
Reilly Tar & Chemical Corporation**

March 9, 1953

REGISTERED LETTER
RETURN RECEIPT REQUESTED

Mr. William K. Flanagan
625 Kinney Building
Newark 2, New Jersey

Re: Newark Plant

Dear Mr. Flanagan:

Pursuant to the telephone conversation between you and Mr. Georga A. Reilly, we send you the following:

1. Two (2) original grants of riparian rights from the State of New Jersey to Reilly Tar and Chemical Corporation, both dated December 17, 1934, and a photostatic copy of each for your file.
2. Photostatic copies of two (2) Deeds from the Reilly Corporation to Reilly Tar and Chemical Corporation dated December 29, 1933, and January 14, 1935.
3. Carbon copy of Deed from Lewis New York Terminals, Inc. to International Combustion Tar and Chemical Corporation, dated March 30, 1929. This Deed, the last prior to that of December 29, 1933, is included for comparison.
4. Photostatic copy of Deed from American Synthetic Dyes Incorporated to Butterworth Judson Company, dated December 30, 1915.
5. Photostatic copy of Deed from the Central Railroad Company of New Jersey to Butterworth Judson Company dated January 12, 1916.
6. Photostatic copy of correction deed from the Central Railroad Company of New Jersey to Butterworth Judson Company dated November 15, 1916.

843020133

Mr. William K. Flanagan

March 9, 1953

7. Fidelity Union Title and Mortgage Guaranty Company
Report to Applicant dated March 8, 1932.

8. Opinion of Title by William P. Hurley, Counsellor-at-
Law, dated July 7, 1927.

9. Original Guaranties of Title by Fidelity Trust Company,
Newark, New Jersey, numbered 27087, 27154, 28584, 28824, 29058, 30921,
31182, 31291, 31373, 31344, 31374, 31534, 31539, 31971, 31972, and
39163.

It is understood you will file for record the grants of
riparian rights described in Item 1. with the Register's Office of
Essex County, New Jersey.

It is also understood that starting with the deeds described
in Items 2. and 3. you will prepare a legal description of our Newark
plant as it now stands. The descriptions contained in the deeds
should be changed to give effect to any land, easements, or other
property acquired since December 29, 1933, including the grants of
riparian rights described in Item 1. and to land, easements, or
other property conveyed, granted, or released since December 29, 1933,
including such transactions as the conveyance to Joseph Liebman dated
September 15, 1944, the conveyance to Lasp Realty, Inc. dated April
17, 1946, the Agreement with Lasp Realty, Inc. dated December 29,
1947, the conveyance to the New Jersey Turnpike Authority dated Sep-
tember 26, 1951, and the conveyance to the Central Railroad Company
of New Jersey dated February 12, 1952, all of which transactions we
believe you handled for us. We assume you will check the records in
the Register's Office for other changes in the legal title.

The papers listed at Items 4. to 6. bear on the question of
the location of "the division line between lands of Butterworth Judson
Company and lands of the said Reilly Tar and Chemical Corporation
(formerly of American Synthetic Dyes, Incorporated)", appearing in
the Grant of the 156 feet of riparian rights.

The papers listed in Items 7. to 9. may be of assistance
in connection with forthcoming title questions.

Yours very truly,

REILLY TAR & CHEMICAL CORPORATION

R. J. Boyle

RJB:LS

cc: Mr. G. A. Reilly
Mr. P. J. Wechsler

843020134

THIS INDENTURE WITNESSETH, that the Grantor and party of the first part, THE REILLY CORPORATION, a corporation created and existing under and by virtue of the laws of the State of Illinois, (the said corporation having been incorporated during the year 1908 under the name F. J. LEWIS MANUFACTURING COMPANY, and the name of said corporation having been changed on or about the 29th day of December, 1928, to INTERNATIONAL COMBUSTION TAR & CHEMICAL CORPORATION, and the name of said corporation having been changed on or about the 31st day of December, 1932, to REILLY TAR & CHEMICAL CORPORATION, and the name of said corporation having been changed on or about the 2nd day of May, 1933, to THE REILLY CORPORATION), for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America, to it in hand paid by the REILLY TAR & CHEMICAL CORPORATION, a corporation created and existing under and by virtue of the laws of the State of Indiana, party of the second part herein, at or before the delivery of these presents, the receipt whereof is hereby acknowledged, and other valuable considerations, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part, REILLY TAR & CHEMICAL CORPORATION, and to its successors and assigns forever, all those certain tracts, pieces and parcels of land situated in the City of Newark, County of Essex, and State of New Jersey, hereinafter more particularly described as follows:-

BEGINNING at a point in the southerly line of Roanoke Avenue where the same is intersected by the westerly line of lands recently conveyed by Gussie Devine to American Synthetic Dyes, Inc.; and running thence,

(1) along the line of lands so conveyed, south thirty-six (36) degrees six (6) minutes thirty (30) seconds west ninety-one feet and eighty-nine hundredths of a foot (91.89) to an angle in the said line; thence,

(2) along the same, north sixty-two (62) degrees five (5) minutes west one hundred and forty-one feet and twenty-five hundredths of a foot (141.25) to the line of lands formerly of William Scheere, now American Synthetic Dyes, Inc.; thence,

(3) along the same, north twenty-eight (28) degrees twenty-five (25) minutes east ninety-two feet and seventy-four hundredths of a foot (92.74) to the southerly line of Roanoke Avenue; thence,

(4) along the same, south sixty-one (61) degrees twenty-five (25) minutes east one hundred and fifty-three feet and fifty-five hundredths of a foot (153.55) to the point or place of BEGINNING.

TO HAVE AND TO HOLD the above mentioned and described premises with the appurtenances unto the said party of the second part, its successors and assigns, forever.

AND the said party of the first part, its successors and assigns, the above described and hereby granted premises and every part and parcel thereof, with the appurtenances unto the said party of the second part, its successors and assigns, against the said party of the first part, and its successors and assigns, and against all and every person or persons, whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.


THIS CONVEYANCE IS MADE to supplement and correct a certain indenture of conveyance made between the Grantor herein and the Grantee herein heretofore and now recorded, in which the real estate hereinabove described was referred to as "Fifth Tract Excepted," the said exception being made through error and the said real estate therein described being, in fact, delivered under the said earlier indenture of conveyance.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be signed by its President and its corporation seal to be hereto affixed and attested by its secretary, this *14th* day of *January*, A.D. 193*5*.

THE REILLY CORPORATION

By 
President.

ATTEST:-


Secretary.

STATE OF *Indiana* }
COUNTY OF *Marion* } SS.

BE IT REMEMBERED that on this *14th* day of *January* Nineteen Hundred and Thirty-*Five*, before me the subscriber, a Notary Public in and for said County, personally appeared J. A. LAWLER, who made proof to my satisfaction that he is the Secretary of THE REILLY CORPORATION, the Grantor named in the foregoing instrument; that he well knows the corporate seal of the said corporation; that the seal affixed to said instrument is the corporate seal of said corporation, and that the said seal was so affixed; and the said instrument signed and delivered by HOWARD KROEHL, who was, at the date thereof, the President of said corporation, in the presence of this deponent, and the said President at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed and as the voluntary act and deed of the said corporation, and that deponent at the same time subscribed his name to said instrument as an attesting witness thereof.

Sworn and Subscribed

before me at

the date aforesaid.

Roberta O. Bruce
Notary Public

My commission expires Aug 29, 1938

STATE OF INDIANA, MARION COUNTY, SCT:

I, the undersigned, Clerk of the County of Marion, in the State of Indiana, and also Clerk of the Circuit Court within and for said County and State, the same being a Court of Record, and having a seal, do hereby certify that

Roberta O. Bruce, whose name is subscribed to the annexed instrument, was at the time of executing such acknowledgment—oath to wit *January 14, 1935* an acting *Notary Public* within and for the County aforesaid, duly commissioned and qualified, and authorized by the laws of the State of Indiana, to take and certify the same, as well as to take and certify all affidavits, and the acknowledgment and proof of deeds or conveyances, and all other instruments of writing.

And further, that I am well acquainted with the handwriting of said *Roberta O. Bruce* and verily believe that the signature to said Certificate or Proof of Acknowledgment or Jurat is genuine, and that said instrument is executed and acknowledged according to the laws of the State of Indiana.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court and County at Indianapolis, Indiana, this *14th* day of *February*, A. D. 193*5*.

Allen B. Salts, Clerk

THIS INDENTURE WITNESSETH,
that the Grantor and party of the first part, THE REILLY CORPORATION,
a corporation created and existing under and by virtue of the laws of
the State of Illinois, (the said corporation having been incorporated
during the year 1908 under the name F. J. LEWIS MANUFACTURING COMPANY,
and the name of said corporation having been changed on or about the
29th day of December, 1928, to INTERNATIONAL COMBUSTION TAR & CHEMICAL
CORPORATION, and the name of said corporation having been changed on
or about the 31st day of December, 1932, to REILLY TAR & CHEMICAL COR-
PORATION, and the name of said corporation having been changed on or
about the 2nd day of May, 1933, to THE REILLY CORPORATION), for and
in consideration of the sum of One Dollar (\$1.00) lawful money of the
United States of America, to it in hand paid by the REILLY TAR & CHEMI-
CAL CORPORATION, a corporation created and existing under and by virtue
of the laws of the State of Indiana, party of the second part herein,
at or before the delivery of these presents, the receipt whereof is
hereby acknowledged, and other valuable considerations, has granted,
bargained, sold, aliened, remised, released, conveyed and confirmed,
and by these presents doth grant, bargain, sell, alien, remise, re-
lease, convey and confirm unto the said party of the second part,
REILLY TAR & CHEMICAL CORPORATION, and to its successors and assigns
forever, all those certain tracts, pieces and parcels of land situ-
ated in the City of Newark, County of Essex, and State of New Jersey,
hereinafter more particularly described as follows:-

PLOT #1

BEGINNING at the southwesterly corner of Avenue P and Allegheny
Avenue; thence,

(1) along the southerly line of Allegheny Avenue, north sixty-
two (62) degrees nine (9) minutes thirty (30) seconds west three hun-
dred and ninety-four feet and forty-six hundredths of a foot (394.46)
to the center line of Plum Point Lane as it formerly existed; thence,

(2) along said center line, south forty-four (44) degrees
eighteen (18) minutes thirty (30) seconds west two hundred and thirteen
feet and fifty-nine hundredths of a foot (213.59), more or less, to a
point in said center line which would be the southwesterly corner of
the whole tract conveyed by Deed Book Y-51 page 197, if said southerly
line of said whole tract were extended to said center line; thence,

(3) easterly along said southerly line so extended, twenty (20)
feet, more or less, to a point in the easterly line of Plum Point Lane
as it formerly existed where the southerly line of said whole tract
strikes same; thence,

(4) southwesterly and along the easterly side of original
location of Plum Point Lane, (one hundred and ten (110) feet, more or
less, to a point on a line one hundred and seventy (170) feet north-
easterly at right angles from the center line of Newark & New York
Railroad as filed in the office of the Secretary of State; thence,

(5) south sixty-two (62) degrees nine (9) minutes thirty (30) seconds east four hundred and seventy feet and thirty-four hundredths of a foot (470.34), more or less, to the westerly line of Avenue P; thence,

(6) along the same, north twenty-seven (27) degrees fifty (50) minutes thirty (30) seconds east three hundred and fifteen (315) feet to the point and place of BEGINNING.

PLOT #2

BEGINNING in the easterly line of Avenue P at a point therein distant northerly one hundred and seventy (170) feet from the center line of right-of-way of the Newark & New York Branch of the Central Railroad of New Jersey; thence,

(1) along said easterly line of Avenue P and in extension thereof, twenty-seven (27) degrees fifty (50) minutes thirty (30) seconds east six hundred and eighteen feet and fifty-nine hundredths of a foot (618.59); thence,

(2) north sixty-one (61) degrees fourteen (14) minutes thirty (30) seconds west seventy-five (75) feet, more or less; thence,

(3) on a line distant westerly seventy-five (75) feet measured at right angles to the first mentioned course, south twenty-seven (27) degrees fifty (50) minutes thirty (30) seconds west two hundred and forty-four feet and seventy-nine hundredths of a foot (244.79) to the northerly line of Allegheny Avenue; thence,

(4) along the same, north sixty-two (62) degrees nine (09) minutes thirty (30) seconds west three hundred and seven feet and thirty-two hundredths of a foot (307.32), more or less, to line of lands now or formerly of George Smith; thence,

(5) along the same, north eight (8) degrees eighteen (18) minutes thirty (30) seconds east one hundred and thirty-nine feet and fifty-two hundredths of a foot (139.52); thence,

(6) along the same, north no degrees seventeen (17) minutes thirty (30) seconds west two hundred and ninety-one feet and four hundredths of a foot (291.04); thence,

(7) along the same, north nineteen (19) degrees eighteen (18) minutes thirty (30) seconds east one hundred and thirty-two (132) feet; thence,

(8) along the same and lands of Nancy Wilson, now or formerly, north six (6) degrees forty-eight (48) minutes thirty (30) seconds east one hundred and forty feet and ninety-nine hundredths of a foot (140.99) to the southerly line of Roanoke Avenue; thence,

(9) along same, south eighty (80) degrees twenty-five (25) minutes thirty (30) seconds east eleven feet and seventy-nine hundredths of a foot (11.79); thence,

(10) still along the same, south sixty-one (61) degrees twenty-five (25) minutes east two thousand and twenty-two feet and twenty-seven hundredths of a foot (2022.27), more or less, to the westerly line of right-of-way of Passaic River Extension Railroad; thence,

(11) along said westerly right-of-way line, south twenty-seven (27) degrees fifty (50) minutes thirty (30) seconds west four hundred and eight feet and sixty-seven hundredths of a foot (408.67), more or less; thence,

(12) still along the same, south sixty-two (62) degrees nine (9) minutes thirty (30) seconds east one foot and sixty hundredths of a foot (1.60); thence,

(13) still along the same, south twenty-seven (27) degrees fifty (50) minutes thirty (30) seconds west two hundred and seven (207) feet, more or less; thence,

(14) still along the same, north sixty-two (62) degrees nine (9) minutes thirty (30) seconds west one foot and sixty hundredths of a foot (1.60); thence,

(15) still along the same on a curve curving to the right with a radius of four hundred and thirty-four feet and twenty-eight hundredths of a foot (434.28), two hundred and six feet and twenty-eight hundredths of a foot (206.28); thence,

(16) still along the same, north forty (44) degrees eight (8) minutes thirty (30) seconds west forty-four feet and fifty-three hundredths of a foot (44.53), more or less; thence,

(17) still along the same, southwesterly twenty-seven feet and fifty hundredths of a foot (27.50); thence,

(18) still along the same on a curve curving to the right with a radius of two hundred and ninety feet and forty-four hundredths of a foot (290.44), one hundred and fifty (150) feet; thence,

(19) still along the same, on a curve curving to the right with a radius of four hundred and thirty-four feet and twenty-eight hundredths of a foot (434.28), ninety-one feet and thirty-two hundredths of a foot (91.32) to a point in line of lands of Central Railroad of New Jersey; thence,

(20) along said line and distant northerly one hundred and seventy (170) feet measured at right angles from the center line of right of way of said Central Railroad of New Jersey, north sixty-two (62) degrees nine (9) minutes thirty (30) seconds west one thousand one hundred and fifty-one feet and twenty-three hundredths of a foot (1151.23) to the easterly line of Avenue P and the place of BEGINNING.

PLOT #3

BEGINNING in the northerly line of Roanoke Avenue at a point therein distant westerly fifty (50) feet from the northwesterly corner of Doremus Avenue (formerly Avenue R) and Roanoke Avenue; thence,

(1) along the northerly line of Roanoke Avenue, north sixty-one (61) degrees twenty-five (25) minutes west one thousand eight hundred and sixty-one feet and forty-four hundredths of a foot (1861.44) to line of lands now or formerly of Nancy Wilson; thence,

(2) along the same, north twenty-three (23) degrees fifty-one (51) minutes ten (10) seconds east three hundred and eleven feet and ninety-seven hundredths of a foot (311.97) to lands formerly of Fenner, later of Newark Industrial Properties Corporation; thence,

(3) south sixty (60) degrees thirty-three (33) minutes forty (40) seconds east along the same and in continuation of their southerly line, one thousand eight hundred and eighty-two feet and sixty-seven hundredths of a foot (1882.67) to the westerly line of right of way of Passaic River Extension Railroad; thence,

meet at
west
(4) along the same, south twenty-seven (27) degrees fifty (50) minutes thirty (30) seconds east two hundred and eighty-two feet and sixty-four hundredths of a foot (282.64) to the northerly line of Roanoke Avenue and the place of BEGINNING.

PLOT #4

BEGINNING in the easterly line of Doremus Avenue (formerly Avenue R) at a point therein distant northerly seventy (70) feet from the center line of right-of-way of the Central Railroad of New Jersey; thence,

(1) along the northerly line of said right-of-way, south sixty-two (62) degrees nine (9) minutes thirty (30) seconds east five hundred and one feet and twelve hundredths of a foot (501.12), more or less, to Passaic River; thence,

(2) along Passaic River, north twenty-seven (27) degrees three (3) minutes thirty (30) seconds east three hundred and fifty-eight feet and forty-eight hundredths of a foot (358.48), more or less; thence,

(3) still along the same, north twenty-five (25) degrees twenty-six (26) minutes thirty (30) seconds east five hundred and thirty-three feet and sixty-nine hundredths of a foot (533.69); thence,

(4) still along the same, north twenty-three (23) degrees forty (40) minutes thirty (30) seconds east two hundred and five feet and fifty-three hundredths of a foot (205.53) to the southerly line of Roanoke Avenue; thence,

(5) along said southerly line of Roanoke Avenue, north sixty-one (61) degrees twenty-five (25) minutes west four hundred and fifty-eight feet and fifty-seven hundredths of a foot (458.57) to the easterly line of Doremus Avenue; thence,

(6) along the same, south twenty-seven (27) degrees fifty (50) minutes thirty (30) seconds west one thousand one hundred and two feet and sixty-seven hundredths of a foot (1102.67) to the place of BEGINNING.

PLOT #5

BEGINNING in the westerly line of Doremus Avenue (formerly Avenue R) at a point therein distant northerly one hundred and seventy (170) feet from the center line of right-of-way of the Central Railroad of New Jersey; thence,

(1) parallel with said center line, north sixty-two (62) degrees nine (9) minutes thirty (30) seconds west one hundred and ninety-eight feet and eighty-four hundredths of a foot (198.84) to the easterly line of right of way of Passaic River Extension Railroad; thence,

(2) along the same on a curve curving to left with a radius of four hundred and eighty-four feet and twenty-eight hundredths of a foot (484.28), four hundred and fifty-four feet and seventy-four hundredths of a foot (454.74), more or less, to the westerly line of Doremus Avenue; thence,

(3) along the same, south twenty-seven (27) degrees fifty (50) minutes thirty (30) seconds west three hundred and ninety (390) feet, more or less, to the place of BEGINNING.

PLOT #6

BEGINNING in the easterly line of Doremus Avenue (formerly Avenue R) at a point therein distant southerly seventy (70) feet from the center line of right of way of the Central Railroad of New Jersey; thence,

(1) along the easterly line of Doremus Avenue, south twenty-seven (27) degrees fifty (50) minutes thirty (30) seconds west one hundred and forty-two (142) feet to an angle in the same; thence,

(2) still along the same, south thirty-four (34) degrees twelve (12) minutes west seventy-four feet and ninety-eight hundredths of a foot (74.98) to a point in the easterly line of right of way of Bay Shore Connecting Railroad; thence,

(3) along the same, on a curve curving to the right with a radius of four hundred and fifty feet and forty hundredths of a foot (450.40), two hundred and fourteen feet and twenty-two hundredths of a foot (214.22); thence,

(4) still along the same, south thirty-four (34) degrees twelve (12) minutes west one hundred and ninety-one feet and eighty-eight hundredths of a foot (191.88) to lands now or formerly of Mass & Waldstein Company; thence,

(5) along the same, south fifty-six (56) degrees sixteen (16) minutes east five hundred and forty-three feet and ten hundredths of a foot (543.10) to high water line of Passaic River; thence,

(6) south sixty-nine (69) degrees forty-four (44) minutes east one hundred and forty-six feet and forty-hundredths of a foot (146.40) to pier and bulkhead line of said River; thence,

(7) along the same, north twenty (20) degrees sixteen (16) minutes east six hundred and fifty-nine feet and sixty-seven hundredths of a foot (659.67); thence,

(8) along the same, north sixty-two (62) degrees nine (9) minutes thirty (30) seconds west ninety-eight feet and thirty-two hundredths of a foot (98.32) to High Water line of Passaic River; thence,

(9) along lands of Central Railroad Company of New Jersey, north sixty-two (62) degrees nine (9) minutes thirty (30) seconds west five hundred and four feet and forty hundredths of a foot (504.40) to the easterly line of Doremus Avenue and the place of BEGINNING.

PLOT #7

BEGINNING at a point in the northerly line of Allegheny Avenue at a distance of three hundred and seven feet and thirty-two hundredths of a foot (307.32) measured westerly along said line of Allegheny Avenue from the westerly line of Avenue P and in the westerly line of land of Lewis New York Terminals, Inc. extended; thence,

(1) north seventy-two (72) degrees five (5) minutes west along said line of Allegheny Avenue, one hundred and sixty-nine feet and sixty-eight hundredths of a foot (169.68) to a point; thence,

(2) north seventeen (17) degrees fifty-eight (58) minutes east by land of New York Bay Railroad Company, three hundred and sixty-two feet and five tenths of a foot (362.5) to a point in the southerly corner of a parcel of land conveyed or about to be conveyed by said Lewis New York Terminals, Inc., to said Railroad Company; thence,

(3) by said land of Lewis New York Terminals, Inc. as follows: south ten (10) degrees three (3) minutes east two hundred and sixty-one feet and fifty-nine hundredths of a foot (261.59) to a point; thence,

(4) south one (1) degree thirty-seven (37) minutes east one hundred and thirty-nine feet and fifty-two hundredths of a foot (139.52) to the point or place of BEGINNING.

PLOT #8

BEGINNING at a point in the northerly line of Roanoke Avenue at a distance of sixty (60) feet measured north seventeen (17) degrees fifty-eight (58) minutes east across said Roanoke Avenue from a point in the southerly line of Roanoke Avenue., said point in the southerly line of Roanoke Avenue being at a distance of four hundred and seventy-seven (477) feet measured north seventy-one (71) degrees seventeen (17) minutes thirty (30) seconds west along said southerly line of Roanoke Avenue from the westerly line of said Avenue P, extended from said beginning point north seventeen (17) degrees fifty-eight (58) minutes east by land of New York Bay Railroad Company, three hundred and seventy-two feet and fifty-two hundredths of a foot (372.52) to a point in the northerly line of land conveyed by Charles B. Graves to said New York Bay Railroad Company by deed dated July 12, 1917 (parcel #1 thereof); thence,

(1) south seventy-one (71) degrees fifty-nine (59) minutes thirty (30) seconds east along the last mentioned northerly line sixty-two feet and sixty-nine hundredths of a foot (62.69) to a point; thence,

(2) south thirteen (13) degrees fifty-nine (59) minutes thirty (30) seconds west along the easterly line of last mentioned land, three hundred and seventy-four feet and fifty-two hundredths of a foot (374.52) to a point in the northerly line of Roanoke Avenue; thence,

(3) along the same, north seventy-one (71) degrees seventeen (17) minutes thirty (30) seconds west eighty-eight feet and sixty-six hundredths of a foot (88.66) to the point or place of BEGINNING.

* * * *

EXCEPTING, however, from the above described lands the following parcels:

FIRST TRACT EXCEPTED

BEGINNING at the corner formed by the intersection of the southerly line of Allegheny Avenue with the westerly line of Avenue P; thence,

(1) along said southerly line of Allegheny Avenue, north sixty-two (62) degrees nine (9) minutes thirty (30) seconds west three hundred and ninety-four feet and forty-six hundredths of a foot (394.46) to the center line of Plum Point Lane as it formerly existed; thence,

(2) along said center line, south forty-four (44) degrees eighteen (18) minutes thirty (30) seconds west two hundred and ten feet and four hundredths of a foot (210.04) to a point in said center line which would be the southwesterly corner of the whole tract conveyed to James Flockhart by Essex & Hudson Land Improvement Company by Y-51 page 197, if said southerly line of said whole tract were extended to said center line; thence,

(3) south fifty-five (55) degrees thirty-nine (39) minutes thirty (30) seconds east along said southerly line so extended, sixteen feet and seventy-five hundredths of a foot (16.75) to a point in the easterly line of Plum Point Lane as it formerly existed, where the southerly line of said whole tract strikes the same; thence,

(4) south forty-four (44) degrees eighteen (18) minutes thirty (30) seconds west along the easterly line of Original location of Plum Point Lane, eleven feet and sixty-four hundredths of a foot (11.64) to a point in said easterly line, distant two hundred and seventy feet and fifty hundredths of a foot (270.50) north from the center line of Newark & New York Railroad as filed in the Office of the Secretary of State, measured at right angles to said center line; thence,

(5) south sixty-two (62) degrees nine (9) minutes thirty (30) seconds east four hundred and forty feet and sixty-six hundredths of a foot (440.66), parallel with said center line and distant two hundred and seventy feet and fifty hundredths of a foot (270.50) northerly at right angles therefrom to the westerly line of Avenue P; thence,

(6) along the same, north twenty-seven (27) degrees fifty (50) minutes thirty (30) seconds east two hundred and fourteen feet and fifty hundredths of a foot (214.50) to the corner aforesaid at the point or place of BEGINNING.

SECOND TRACT EXCEPTED

BEGINNING at a point in the easterly line of Doremus Avenue at a point therein distant one hundred and fifty-seven (157) feet northerly from the northerly line of lands of Central Railroad Company of New Jersey, which said northerly line of land of said Central Railroad Company of New Jersey is distant seventy (70) feet north from the center line of said Railroad Company, said point of beginning being the northwesterly corner of lands conveyed to Schultz Vegetable Oil Company by Deed dated on or about August 31, 1926; thence,

(1) along line of lands formerly of Schultz Vegetable Oil Company, south sixty-five (65) degrees seven (7) minutes thirty (30) seconds east four hundred and eighty-three (483) feet, more or less, to high water line of the Passaic River; thence,

(2) along the same, north eleven (11) degrees thirty-one (31) minutes fifty (50) seconds east eighty-four feet and sixty-nine hundredths of a foot (84.69); thence,

(3) still along the same, north sixty-five (65) degrees seven (7) minutes thirty (30) seconds west twenty-five feet and sixty hundredths of a foot (25.60); thence,

(4) still along the same, north twenty-five (25) degrees forty-five (45) minutes thirty (30) seconds east ninety-four feet and thirty-five hundredths of a foot (94.35) to a point distant one hundred and seventy-six feet and seventy-five hundredths of a foot (176.75) north from the first course; thence,

(5) along said line, north sixty-five (65) degrees seven (7) minutes thirty (30) seconds west four hundred and thirty-nine feet and thirty hundredths of a foot (439.30) to the easterly line of Doremus Avenue; thence,

(6) along the same, south twenty-four (24) degrees fifty-two (52) minutes thirty (30) seconds west one hundred and seventy-six feet and seventy-five hundredths of a foot (176.75) to the point or place of BEGINNING.

THIRD TRACT EXCEPTED

BEGINNING at a point in the southerly line of Roanoke Avenue at a point of four hundred and seventy-seven (477) feet measured westerly along said line of Roanoke Avenue from the westerly line of Avenue P; extending thence,

(1) south seventeen (17) degrees fifty-eight (58) minutes west by other land of Lewis New York Terminals, Inc. two hundred and ninety-two feet and six hundredths of a foot (292.06) to a point in the northerly corner of a parcel of land conveyed or about to be conveyed by New York Bay Railroad Company to said Lewis New York Terminals, Inc.; thence

(2) by land of said Railroad Company as follows, viz:

(3) north ten (10) degrees three (3) minutes thirty (30) seconds west thirty-two feet and twelve hundredths of a foot (32.12) to a point; thence,

(4) north nine (9) degrees twenty-five (25) minutes thirty (30) seconds east one hundred and thirty-two feet and fifteen hundredths of a foot (132.15) to a point; thence,

(5) north two (2) degrees fifty-four (54) minutes thirty (30) seconds west one hundred and forty-three feet and forty-nine hundredths of a foot (143.49) to a point in said southerly line of Roanoke Avenue; thence,

(6) south seventy-one (71) degrees seventeen (17) minutes thirty (30) seconds east along the last mentioned line eighty-five feet and fifty-three hundredths of a foot (85.53) to the point and place of BEGINNING.

FOURTH TRACT EXCEPTED

ALL those lands taken by the City of Newark for the opening of Avenue P and conveyed to said City of Newark for that purpose.

FIFTH TRACT EXCEPTED

BEGINNING at a point in the southerly line of Roanoke Avenue where the same is intersected by the westerly line of lands recently conveyed by Gussie Devine to American Synthetic Dyes, Inc.; and running thence,

(1) along the line of lands so conveyed, south thirty-six (36) degrees six (6) minutes thirty (30) seconds west ninety-one feet and eighty-nine hundredths of a foot (91.89) to an angle in the said line; thence,

(2) along the same, north sixty-two (62) degrees five (5) minutes west one hundred and forty-one feet and twenty-five hundredths of a foot (141.25) to the line of lands formerly of William Scheere, now American Synthetic Dyes, Inc.; thence,

(3) along the same, north twenty-eight (28) degrees twenty-five (25) minutes east ninety-two feet and seventy-four hundredths of a foot (92.74) to the southerly line of Roanoke Avenue; thence,

(4) along the same, south sixty-one (61) degrees twenty-five (25) minutes east one hundred and fifty-three feet and fifty-five hundredths of a foot (153.55) to the point or place of BEGINNING.

SIXTH EXCEPTION

Excepting further so much of the lands herein described along the southerly line of Roanoke Avenue between the easterly line of Doremus Avenue (formerly Avenue R) and the Passaic River, as was conveyed to the City of Newark by Butterworth-Judson Corporation, a New York Corporation, by Deed dated June 7th, 1918 and recorded March 12th, 1919 in Book F-61 page 417.

TOGETHER with all the right, title and interest to lands lying below the high water line of the Passaic River described in Grant dated April 25, 1912 and recorded September 20, 1912 in Deed Book K-51 page 589, as follows:

Fifth Tract. ALL that parcel of land now or formerly flowed by tide water, in the City of Newark described as follows:-

BEGINNING at a point in the pierhead and bulkhead line of the Westerly side of the Passaic River, as adopted by the Riparian Commissioners of the State of New Jersey distant Southerly seventy (70) feet from the center line of the Newark & New York Branch of the Central Railroad Company of New Jersey, measured at right angles thereto; thence

(1) Westerly and parallel to said center line and seventy (70) feet distant therefrom one hundred and ten (110) feet, more or less, to the westerly high water line of the Passaic River; thence

(2) Northerly along said high water line twenty (20) feet, more or less, to a point distant Southerly fifty (50) feet from the said centre line measured at right angles therefrom; thence

(3) Easterly and parallel to said center line and fifty (50) feet distant therefrom one hundred and ten (110) feet, more or less, to said pierhead and bulkhead line; thence

(4) Southerly along said pierhead and bulkhead line twenty (20) feet, more or less, to the place of BEGINNING.

ALSO TOGETHER with the lands lying below high water line of the Passaic River more fully described in a Grant made by the State of New Jersey to James Butterworth et al, dated January 6, 1883 and recorded March 20, 1912 in Deed Book Y-59 page 436, as follows:

ALL that tract, parcel of land flowed by tide water lying at the City of Newark described as follows:

BEGINNING at a point in the high water mark of the Westerly shore of the Passaic River where the same is intersected by the division line between lands of the Newark and New York Railroad Company and lands of the said James Butterworth and Egbert Judson; thence running

(1) Easterly in a line with said division line ninety-eight feet and thirty-two one-hundredths of a foot (98.32') to the new exterior line for solid filling established by the Commissioners appointed under the authority of the Act entitled "An Act to ascertain the right of the State and of Riparian owners in the land lying under the waters of the Bay of New York and elsewhere in this State," approved April 11, 1864 and the supplements thereto; thence

(2) Southwesterly along said new exterior line for solid filling four hundred and ninety-eight feet and thirty-nine one-hundredths of a foot (498.39'); thence

(3) Westerly at right angles one hundred and five (105) feet to the high water mark of the Westerly shore of the Passaic River at the Southeasterly corner of lands of the said James Butterworth and Egbert Judson; thence

(4) Northeasterly along said high water mark to the place of BEGINNING.

AND ALSO TOGETHER with the rights to a Lease for a term of sixty years from February 18, 1918 for Riparian rights covering lands below high water line of the Passaic River, more particularly described in a Lease dated February 18, 1918 and recorded March 18, 1918 in Deed Book W-59 page 450.

TOGETHER WITH all the right, title and interest of Grantor in and to the lands below high water mark of Passaic River contiguous to and adjoining the above described premises, and also all grants or leases from the State of New Jersey or any department or board thereof for the lands below high water mark of Passaic River, contiguous to and adjoining the premises herein conveyed, whether herein particularly set forth or not.

TOGETHER with all the right, title and interest of Grantor in and to any strips of land adjacent to the premises above specifically described and in and to any land lying in the bed of any street or avenue, open or proposed, in front of or adjoining said premises to the center line thereof.

ALL OTHER TRACTS AND INTERESTS

And the said party of the first part, Grantor, hereby further grants, conveys, assigns and transfers to the said party of the second part, Grantee, all other tracts or parcels of real estate owned or held by Grantor and all other rights, interests, privileges, licenses, trackage rights, rights of way or use, easements or riparian rights or privileges owned or held by the Grantor in any real estate located adjoining or adjacent to the real estate hereinabove described, or used in connection therewith.

GENERALLY

Also all buildings, machinery, tracks, equipment, sidings, roads, rights of way, easements, pipe-lines, reservations, leases, rights, or things whatsoever appurtenant to or in connection with the above described premises, or any part thereof, and all other lands, tenements, hereditaments, of the party of the first part lying and being in the said City of Newark, aforesaid.

TO HAVE AND TO HOLD the above mentioned and described premises with the appurtenances unto the said party of the second part, its successors and assigns, forever, subject, however, as aforesaid.

AND the said party of the first part, for itself, its successors or assigns, does covenant, grant and agree to and with the said party of the second part, its successors, and assigns, that the said party of the first part at the time of the sealing and delivery of these presents, was lawfully seized in its own right of a good and absolute and indefeasible estate of inheritance in fee simple of and in all and singular, the above granted, bargained and described premises, with the appurtenances, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid.

AND that the said party of the second part, its successors and assigns, shall and may at all times hereafter, peaceably and quietly hold, have, use, occupy, possess and enjoy the above granted premises and every part and parcel thereof, without trouble, molestation, eviction or disturbance of the said party of the first part, its successors or assigns, or of any other person or persons lawfully claiming or to claim, the same.

AND that the same are now free, clear, discharged and unencumbered of and from all former grants, titles, charges, estates, judgments, taxes, assessments, and encumbrances of what kind and nature soever.

AND also that the said party of the first part, its successors and assigns, and all and every other person or persons lawfully or equitably claiming or deriving any estate, right, title or interest of, in or to the hereinbefore granted premises, by, from, under, or in trust for it or them, shall and will at any time or times hereafter, upon the reasonable request and at the proper costs and charges in the law of the said party of the second part, its successors and assigns, make, do and execute, or cause or procure to be made, done or executed, all and every further and other lawful and reasonable acts, conveyances, and assurances in the law for the better and more effectually vesting and confirming the premises hereby intended to be granted in and to the said party of the second part, its successors and assigns, forever, as by the said party of the second part, its successors and assigns, or counsel learned in the law, shall be reasonably advised or required.

AND the said party of the first part, its successors and assigns, the above described and hereby granted premises and every part and parcel thereof, with the appurtenances unto the said party of the second part, its successors and assigns, against the said party of the first part, and its successors and assigns, and against all and every person or persons, whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend, except as aforesaid.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be signed by its President and its corporate seal to be hereto affixed and attested by its secretary, this 29 day of December, A.D. 1933.

THE REILLY CORPORATION

By

H. Reilly
President

ATTEST:-

[Signature]
Secretary.

843020150

STATE OF *Indiana*)
COUNTY OF *Marion*) SS.

BE IT REMEMBERED that on this *29* day of *December*, Nineteen Hundred and Thirty-three before me the subscriber, a Notary Public in and for said County, personally appeared HOWARD KROEHL, who made proof to my satisfaction that he is the Secretary of THE REILLY CORPORATION, the Grantor named in the foregoing instrument; that he well knows the corporate seal of the said corporation; that the seal affixed to said instrument is the corporate seal of said corporation, and that the said seal was so affixed; and the said instrument signed and delivered by P. C. REILLY, who was, at the date thereof, the President of said corporation, in the presence of this deponent, and the said President at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed and as the voluntary act and deed of the said corporation, and that deponent at the same time subscribed his name to said instrument as an attesting witness thereof.

Sworn and Subscribed before me
at *Indianapolis, Ind*

STATE OF INDIANA, MARION COUNTY, SCT:

I, the undersigned, Clerk of the County of Marion, in the State of Indiana, and also Clerk of the Circuit Court within and for said County and State, the same being a Court of Record, and having a seal, do hereby certify that

Janet E. Storch, whose name is subscribed to the
to the annexed instrument, was at the time of taking such *acknowledgement*
to wit: *December 29th - 1933* an acting *Notary Public*

within and for the County aforesaid, duly commissioned and qualified, and authorized by the laws of the State of Indiana, to take and certify the same, as well as to take and certify all affidavits, and the acknowledgment and proof of deeds or conveyances, and all other instruments of writing.

And further, that I am well acquainted with the handwriting of said *Janet E. Storch*
and verily believe that the signature to said Certificate or Proof of Acknowledgment or Jurat is genuine, and that said instrument is executed and acknowledged according to the laws of the State of Indiana.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court and County at
Indianapolis, Indiana, this *29th* day of *December*, A. D. 193*3*

Glen E. Falcon, Clerk

Recorded in the Register's Office of Essex County
on February 7, 1934 in Book 6 87 of deeds for said
county on pages 221 et seq.

THIS INDENTURE WITNESSETH,
that the Grantor and party of the first part, THE REILLY CORPORATION, a corporation created and existing under and by virtue of the laws of the State of Illinois, (the said corporation having been incorporated during the year 1908 under the name F. J. LEWIS MANUFACTURING COMPANY, and the name of said corporation having been changed on or about the 29th day of December, 1928, to INTERNATIONAL COMBUSTION TAR & CHEMICAL CORPORATION, and the name of said corporation having been changed on or about the 31st day of December, 1932, to REILLY TAR & CHEMICAL CORPORATION, and the name of said corporation having been changed on or about the 2nd day of May, 1933, to THE REILLY CORPORATION), for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America, to it in hand paid by the REILLY TAR & CHEMICAL CORPORATION, a corporation created and existing under and by virtue of the laws of the State of Indiana, party of the second part herein, at or before the delivery of these presents, the receipt whereof is hereby acknowledged, and other valuable considerations, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part, REILLY TAR & CHEMICAL CORPORATION, and to its successors and assigns forever, all those certain tracts, pieces and parcels of land situated in the City of Newark, County of Essex, and State of New Jersey, hereinafter more particularly described as follows:-

PLOT #1

BEGINNING at the southwesterly corner of Avenue P and Allegheny Avenue; thence,

(1) along the southerly line of Allegheny Avenue, north sixty-two (62) degrees nine (9) minutes thirty (30) seconds west three hundred and ninety-four feet and forty-six hundredths of a foot (394.46) to the center line of Plum Point Lane as it formerly existed; thence,

(2) along said center line, south forty-four (44) degrees eighteen (18) minutes thirty (30) seconds west two hundred and thirteen feet and fifty-nine hundredths of a foot (213.59), more or less, to a point in said center line which would be the southwesterly corner of the whole tract conveyed by Deed Book Y-51 page 187, if said southerly line of said whole tract were extended to said center line; thence,

(3) easterly along said southerly line so extended, twenty (20) feet, more or less, to a point in the easterly line of Plum Point Lane as it formerly existed where the southerly line of said whole tract strikes same; thence,

(4) southwesterly and along the easterly side of original location of Plum Point Lane, one hundred and ten (110) feet, more or less, to a point on a line one hundred and seventy (170) feet north-easterly at right angles from the center line of Newark & New York Railroad as filed in the office of the Secretary of State; thence,

(5) south sixty-two (62) degrees nine (9) minutes thirty (30) seconds east four hundred and seventy feet and thirty-four hundredths of a foot (470.34), more or less, to the westerly line of Avenue P; thence,

(6) along the same, north twenty-seven (27) degrees fifty (50) minutes thirty (30) seconds east three hundred and fifteen (315) feet to the point and place of BEGINNING.

PLOT #2

BEGINNING in the easterly line of Avenue P at a point therein distant northerly one hundred and seventy (170) feet from the center line of right-of-way of the Newark & New York Branch of the Central Railroad of New Jersey; thence,

(1) along said easterly line of Avenue P and in extension thereof, twenty-seven (27) degrees fifty (50) minutes thirty (30) seconds east six hundred and eighteen feet and fifty-nine hundredths of a foot (618.59); thence,

(2) north sixty-one (61) degrees fourteen (14) minutes thirty (30) seconds west seventy-five (75) feet, more or less; thence,

(3) on a line distant westerly seventy-five (75) feet measured at right angles to the first mentioned course, south twenty-seven (27) degrees fifty (50) minutes thirty (30) seconds west two hundred and forty-four feet and seventy-nine hundredths of a foot (244.79) to the northerly line of Allegheny Avenue; thence,

(4) along the same, north sixty-two (62) degrees nine (09) minutes thirty (30) seconds west three hundred and seven feet and thirty-two hundredths of a foot (307.32), more or less, to line of lands now or formerly of George Smith; thence,

(5) along the same, north eight (8) degrees eighteen (18) minutes thirty (30) seconds east one hundred and thirty-nine feet and fifty-two hundredths of a foot (139.52); thence,

(6) along the same, north no degrees seventeen (17) minutes thirty (30) seconds west two hundred and ninety-one feet and four hundredths of a foot (291.04); thence,

(7) along the same, north nineteen (19) degrees eighteen (18) minutes thirty (30) seconds east one hundred and thirty-two (132) feet; thence,

(8) along the same and lands of Nancy Wilson, now or formerly, north six (6) degrees forty-eight (48) minutes thirty (30) seconds east one hundred and forty feet and ninety-nine hundredths of a foot (140.99) to the southerly line of Roanoke Avenue; thence,

(9) along same, south eighty (80) degrees twenty-five (25) minutes thirty (30) seconds east eleven feet and seventy-nine hundredths of a foot (11.79); thence,

(10) still along the same, south sixty-one (61) degrees twenty-five (25) minutes east two thousand and twenty-two feet and twenty-seven hundredths of a foot (2022.27), more or less, to the westerly line of right-of-way of Passaic River Extension Railroad; thence,

(11) along said westerly right-of-way line, south twenty-seven (27) degrees fifty (50) minutes thirty (30) seconds west four hundred and eight feet and sixty-seven hundredths of a foot (408.67), more or less; thence,

(12) still along the same, south sixty-two (62) degrees nine (9) minutes thirty (30) seconds east one foot and sixty hundredths of a foot (1.60); thence,

(13) still along the same, south twenty-seven (27) degrees fifty (50) minutes thirty (30) seconds west two hundred and seven (207) feet, more or less; thence,

(14) still along the same, north sixty-two (62) degrees nine (9) minutes thirty (30) seconds west one foot and sixty hundredths of a foot (1.60); thence,

(15) still along the same on a curve curving to the right with a radius of four hundred and thirty-four feet and twenty-eight hundredths of a foot (434.28), two hundred and six feet and twenty-eight hundredths of a foot (206.28); thence,

(16) still along the same, north forty (44) degrees eight (8) minutes thirty (30) seconds west forty-four feet and fifty-three hundredths of a foot (44.53), more or less; thence,

(17) still along the same, southwesterly twenty-seven feet and fifty hundredths of a foot (27.50); thence,

(18) still along the same on a curve curving to the right with a radius of two hundred and ninety feet and forty-four hundredths of a foot (290.44), one hundred and fifty (150) feet; thence,

(19) still along the same, on a curve curving to the right with a radius of four hundred and thirty-four feet and twenty-eight hundredths of a foot (434.28), ninety-one feet and thirty-two hundredths of a foot (91.32) to a point in line of lands of Central Railroad of New Jersey; thence,

(20) along said line and distant northerly one hundred and seventy (170) feet measured at right angles from the center line of right of way of said Central Railroad of New Jersey, north sixty-two (62) degrees nine (9) minutes thirty (30) seconds west one thousand one hundred and fifty-one feet and twenty-three hundredths of a foot (1151.23) to the easterly line of Avenue P and the place of BEGINNING.

PLOT 43

BEGINNING in the northerly line of Roanoke Avenue at a point therein distant westerly fifty (50) feet from the northwesterly corner of Doremus Avenue (formerly Avenue R) and Roanoke Avenue; thence,

(1) along the northerly line of Roanoke Avenue, north sixty-one (61) degrees twenty-five (25) minutes west one thousand eight hundred and sixty-one feet and forty-four hundredths of a foot (1861.44) to line of lands now or formerly of Nancy Wilson; thence,

(2) along the same, north twenty-three (23) degrees fifty-one (51) minutes ten (10) seconds east three hundred and eleven feet and ninety-seven hundredths of a foot (311.97) to lands formerly of Fenner, later of Newark Industrial Properties Corporation; thence,

(3) south sixty (60) degrees thirty-three (33) minutes forty (40) seconds east along the same and in continuation of their southerly line, one thousand eight hundred and eighty-two feet and sixty-seven hundredths of a foot (1882.67) to the westerly line of right of way of Passaic River Extension Railroad; thence,

*must be "west"
(see item 11 of Plot No. 3
for conflict)*

(4) along the same, south twenty-seven (27) degrees fifty (50) minutes thirty (30) seconds east two hundred and eighty-two feet and sixty-four hundredths of a foot (282.84) to the northerly line of Roanoke Avenue and the place of BEGINNING.

PLOT #4

BEGINNING in the easterly line of Doremus Avenue (formerly Avenue R) at a point therein distant northerly seventy (70) feet from the center line of right-of-way of the Central Railroad of New Jersey; thence,

(1) along the northerly line of said right-of-way, south sixty-two (62) degrees nine (9) minutes thirty (30) seconds east five hundred and one foot and twelve hundredths of a foot (501.12), more or less, to Passaic River; thence,

(2) along Passaic River, north twenty-seven (27) degrees three (3) minutes thirty (30) seconds east three hundred and fifty-eight feet and forty-eight hundredths of a foot (358.48), more or less; thence,

(3) still along the same, north twenty-five (25) degrees twenty-six (26) minutes thirty (30) seconds east five hundred and thirty-three feet and sixty-nine hundredths of a foot (533.69); thence,

(4) still along the same, north twenty-three (23) degrees forty (40) minutes thirty (30) seconds east two hundred and five feet and fifty-three hundredths of a foot (205.53) to the southerly line of Roanoke Avenue; thence,

(5) along said southerly line of Roanoke Avenue, north sixty-one (61) degrees twenty-five (25) minutes west four hundred and fifty-eight feet and fifty-seven hundredths of a foot (458.57) to the easterly line of Doremus Avenue; thence,

(6) along the same, south twenty-seven (27) degrees fifty (50) minutes thirty (30) seconds west one thousand one hundred and two feet and sixty-seven hundredths of a foot (1102.67) to the place of BEGINNING.

PLOT #5

BEGINNING in the westerly line of Doremus Avenue (formerly Avenue R) at a point therein distant northerly one hundred and seventy (170) feet from the center line of right-of-way of the Central Railroad of New Jersey; thence,

(1) parallel with said center line, north sixty-two (62) degrees nine (9) minutes thirty (30) seconds west one hundred and ninety-eight feet and eighty-four hundredths of a foot (198.84) to the easterly line of right of way of Passaic River Extension Railroad; thence,

(2) along the same on a curve curving to left with a radius of four hundred and eighty-four feet and twenty-eight hundredths of a foot (484.28), four hundred and fifty-four feet and seventy-four hundredths of a foot (454.74), more or less, to the westerly line of Doremus Avenue; thence,

(3) along the same, south twenty-seven (27) degrees fifty (50) minutes thirty (30) seconds west three hundred and ninety (390) feet, more or less, to the place of BEGINNING.

PLOT #6

BEGINNING in the easterly line of Doremus Avenue (formerly Avenue R) at a point therein distant southerly seventy (70) feet from the center line of right of way of the Central Railroad of New Jersey; thence,

(1) along the easterly line of Doremus Avenue, south twenty-seven (27) degrees fifty (50) minutes thirty (30) seconds west one hundred and forty-two (142) feet to an angle in the same; thence,

(2) still along the same, south thirty-four (34) degrees twelve (12) minutes west seventy-four feet and ninety-eight hundredths of a foot (74.98) to a point in the easterly line of right of way of Bay Shore Connecting Railroad; thence,

(3) along the same, on a curve curving to the right with a radius of four hundred and fifty feet and forty hundredths of a foot (450.40), two hundred and fourteen feet and twenty-two hundredths of a foot (214.22); thence,

(4) still along the same, south thirty-four (34) degrees twelve (12) minutes west one hundred and ninety-one feet and eighty-eight hundredths of a foot (191.88) to lands now or formerly of Mass & Waldstein Company; thence,

(5) along the same, south fifty-six (56) degrees sixteen (16) minutes east five hundred and forty-three feet and ten hundredths of a foot (543.10) to high water line of Passaic River; thence,

(6) south sixty-nine (69) degrees forty-four (44) minutes east one hundred and forty-six feet and forty-hundredths of a foot (146.40) to pier and bulkhead line of said River; thence,

(7) along the same, north twenty (20) degrees sixteen (16) minutes east six hundred and fifty-nine feet and sixty-seven hundredths of a foot (659.67); thence,

(8) along the same, north sixty-two (62) degrees nine (9) minutes thirty (30) seconds west ninety-eight feet and thirty-two hundredths of a foot (98.32) to High Water line of Passaic River; thence,

(9) along lands of Central Railroad Company of New Jersey, north sixty-two (62) degrees nine (9) minutes thirty (30) seconds west five hundred and four feet and forty hundredths of a foot (504.40) to the easterly line of Doremus Avenue and the place of BEGINNING.

PLOT #7

BEGINNING at a point in the northerly line of Allegheny Avenue at a distance of three hundred and seven feet and thirty-two hundredths of a foot (307.32) measured westerly along said line of Allegheny Avenue from the westerly line of Avenue P and in the westerly line of land of Lewis New York Terminals, Inc. extended; thence,

(1) north seventy-two (72) degrees five (5) minutes west along said line of Allegheny Avenue, one hundred and sixty-nine feet and sixty-eight hundredths of a foot (169.68) to a point; thence,

(2) north seventeen (17) degrees fifty-eight (58) minutes east by land of New York Bay Railroad Company, three hundred and sixty-two feet and five tenths of a foot (362.5) to a point in the southerly corner of a parcel of land conveyed or about to be conveyed by said Lewis New York Terminals, Inc., to said Railroad Company; thence,

(3) by said land of Lewis New York Terminals, Inc. as follows: south ten (10) degrees three (3) minutes east two hundred and sixty-one feet and fifty-nine hundredths of a foot (261.59) to a point; thence,

(4) south one (1) degree thirty-seven (37) minutes east one hundred and thirty-nine feet and fifty-two hundredths of a foot (139.52) to the point or place of BEGINNING.

PLOT #8

BEGINNING at a point in the northerly line of Roanoke Avenue at a distance of sixty (60) feet measured north seventeen (17) degrees fifty-eight (58) minutes east across said Roanoke Avenue from a point in the southerly line of Roanoke Avenue., said point in the southerly line of Roanoke Avenue being at a distance of four hundred and seventy-seven (477) feet measured north seventy-one (71) degrees seventeen (17) minutes thirty (30) seconds west along said southerly line of Roanoke Avenue from the westerly line of said Avenue P extended from said beginning point north seventeen (17) degrees fifty-eight (58) minutes east by land of New York Bay Railroad Company, three hundred and seventy-two feet and fifty-two hundredths of a foot (372.52) to a point in the northerly line of land conveyed by Charles B. Graves to said New York Bay Railroad Company by deed dated July 12, 1917 (parcel #1 thereof); thence,

(1) south seventy-one (71) degrees fifty-nine (59) minutes thirty (30) seconds east along the last mentioned northerly line sixty-two feet and sixty-nine hundredths of a foot (62.69) to a point; thence,

(2) south thirteen (13) degrees fifty-nine (59) minutes thirty (30) seconds west along the easterly line of last mentioned land, three hundred and seventy-four feet and fifty-two hundredths of a foot (374.52) to a point in the northerly line of Roanoke Avenue; thence,

(3) along the same, north seventy-one (71) degrees seventeen (17) minutes thirty (30) seconds west eighty-eight feet and sixty-six hundredths of a foot (88.66) to the point or place of BEGINNING.

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EXCEPTING, however, from the above described lands the following parcels:

FIRST TRACT EXCEPTED

BEGINNING at the corner formed by the intersection of the southerly line of Allegheny Avenue with the westerly line of Avenue P; thence,

(1) along said southerly line of Allegheny Avenue, north sixty-two (62) degrees nine (9) minutes thirty (30) seconds west three hundred and ninety-four feet and forty-six hundredths of a foot (394.46) to the center line of Plum Point Lane as it formerly existed; thence,

(2) along said center line, south forty-four (44) degrees eighteen (18) minutes thirty (30) seconds west two hundred and ten feet and four hundredths of a foot (210.04) to a point in said center line which would be the southwesterly corner of the whole tract conveyed to James Flockhart by Essex & Hudson Land Improvement Company by Y-51 page 197, if said southerly line of said whole tract were extended to said center line; thence,

(3) south fifty-five (55) degrees thirty-nine (39) minutes thirty (30) seconds east along said southerly line so extended, sixteen feet and seventy-five hundredths of a foot (16.75) to a point in the easterly line of Plum Point Lane as it formerly existed, where the southerly line of said whole tract strikes the same; thence,

(4) south forty-four (44) degrees eighteen (18) minutes thirty (30) seconds west along the easterly line of Original location of Plum Point Lane, eleven feet and sixty-four hundredths of a foot (11.64) to a point in said easterly line, distant two hundred and seventy feet and fifty hundredths of a foot (270.50) north from the center line of Newark & New York Railroad as filed in the Office of the Secretary of State, measured at right angles to said center line; thence,

(5) south sixty-two (62) degrees nine (9) minutes thirty (30) seconds east four hundred and forty feet and sixty-six hundredths of a foot (440.66), parallel with said center line and distant two hundred and seventy feet and fifty hundredths of a foot (270.50) northerly at right angles therefrom to the westerly line of Avenue P; thence,

(6) along the same, north twenty-seven (27) degrees fifty (50) minutes thirty (30) seconds east two hundred and fourteen feet and fifty hundredths of a foot (214.50) to the corner aforesaid at the point or place of BEGINNING.

SECOND TRACT EXCEPTED

BEGINNING at a point in the easterly line of Doremus Avenue at a point therein distant one hundred and fifty-seven (157) feet northerly from the northerly line of lands of Central Railroad Company of New Jersey, which said northerly line of land of said Central Railroad Company of New Jersey is distant seventy (70) feet north from the center line of said Railroad Company, said point of beginning being the northwesterly corner of lands conveyed to Schultz Vegetable Oil Company by Deed dated on or about August 31, 1926; thence,

(1) along line of lands formerly of Schultz Vegetable Oil Company, south sixty-five (65) degrees seven (7) minutes thirty (30) seconds east four hundred and eighty-three (483) feet, more or less, to high water line of the Passaic River; thence,

(2) along the same, north eleven (11) degrees thirty-one (31) minutes fifty (50) seconds east eighty-four feet and sixty-nine hundredths of a foot (84.69); thence,

(3) still along the same, north sixty-five (65) degrees seven (7) minutes thirty (30) seconds west twenty-five feet and sixty hundredths of a foot (25.60); thence,

(4) still along the same, north twenty-five (25) degrees forty-five (45) minutes thirty (30) seconds east ninety-four feet and thirty-five hundredths of a foot (94.35) to a point distant one hundred and seventy-six feet and seventy-five hundredths of a foot (176.75) north from the first course; thence,

(5) along said line, north sixty-five (65) degrees seven (7) minutes thirty (30) seconds west four hundred and thirty-nine feet and thirty hundredths of a foot (439.30) to the easterly line of Doremus Avenue; thence,

(6) along the same, south twenty-four (24) degrees fifty-two (52) minutes thirty (30) seconds west one hundred and seventy-six feet and seventy-five hundredths of a foot (176.75) to the point or place of BEGINNING.

THIRD TRACT EXCEPTED

BEGINNING at a point in the southerly line of Roanoke Avenue at a point of four hundred and seventy-seven (477) feet measured westerly along said line of Roanoke Avenue from the westerly line of Avenue P; extending thence,

(1) south seventeen (17) degrees fifty-eight (58) minutes west by other land of Lewis New York Terminals, Inc. two hundred and ninety-two feet and six hundredths of a foot (292.06) to a point in the northerly corner of a parcel of land conveyed or about to be conveyed by New York Bay Railroad Company to said Lewis New York Terminals, Inc.; thence

(2) by land of said Railroad Company as follows, viz:

(3) north ten (10) degrees three (3) minutes thirty (30) seconds west thirty-two feet and twelve hundredths of a foot (32.12) to a point; thence,

Excepting further so much of the lands herein described along the southerly line of Roxanne Avenue between the easterly line of Roxanne Avenue (formerly Avenue H) and the Passaic River as was conveyed to the City of Newark by Butterworth-Judson Corporation, a New York Corporation, by deed dated June 7th, 1918 and recorded March 12th, 1919 in Book F-61 page 417.

SIXTH EXCEPTION

point or place of BEGINNING.

feet and fifty-five hundredths of a foot (153.55) to the twenty-five (25) minutes east one hundred and fifty-three (4) along the same, south sixty-one (61) degrees Avenue; thence,

hundredths of a foot (32.74) to the southerly line of Roxanne twenty-five (25) minutes east ninety-two feet and seventy-four (3) along the same, north twenty-eight (28) degrees William Scherer, now American Synthetic Dyes, Inc.; thence,

hundredths of a foot (141.25) to the line of lands formerly of (5) minutes west one hundred and forty-one feet and twenty-five (2) along the same, north sixty-two (62) degrees five in the said line; thence,

one foot and eighty-nine hundredths of a foot (91.89) to an angle six (36) degrees six (6) minutes thirty (30) seconds west thirty- (1) along the line of lands so conveyed, south thirty- Dyes, Inc.; and running thence,

lands recently conveyed by Quasile Devine to American Synthetic Avenue where the same is intersected by the westerly line of BEGINNING at a point in the southerly line of Roxanne

FIFTH TRACT EXCEPTED

ALL those lands taken by the City of Newark for the opening of Avenue P and conveyed to said City of Newark for that purpose.

FOURTH TRACT EXCEPTED

to the point and place of BEGINNING.

eighty-five feet and fifty-three hundredths of a foot (85.53) minutes thirty (30) seconds east along the last mentioned line (6) south seventy-one (71) degrees seventeen (17) southerly line of Roxanne Avenue; thence,

forty-nine hundredths of a foot (143.43) to a point in said thirty (30) seconds west one hundred and forty-three feet and (5) north two (2) degrees fifty-four (54) minutes fifteen hundredths of a foot (132.15) to a point; thence,

thirty (30) seconds east one hundred and thirty-two feet and (4) north nine (9) degrees twenty-five (25) minutes

TOGETHER with all the right, title and interest to lands lying below the high water line of the Passaic River described in Grant dated April 25, 1912 and recorded September 20, 1912 in Deed Book K-51 page 539, as follows:

Fifth Tract. ALL that parcel of land now or formerly flowed by tide water, in the City of Newark described as follows:-

BEGINNING at a point in the pierhead and bulkhead line of the Westerly side of the Passaic River, as adopted by the Riparian Commissioners of the State of New Jersey distant Southerly seventy (70) feet from the center line of the Newark & New York Branch of the Central Railroad Company of New Jersey, measured at right angles thereto; thence

(1) Westerly and parallel to said center line and seventy (70) feet distant therefrom one hundred and ten (110) feet, more or less, to the westerly high water line of the Passaic River; thence

(2) Northerly along said high water line twenty (20) feet, more or less, to a point distant Southerly fifty (50) feet from the said centre line measured at right angles therefrom; thence

(3) Easterly and parallel to said center line and fifty (50) feet distant therefrom one hundred and ten (110) feet, more or less, to said pierhead and bulkhead line; thence

(4) Southerly along said pierhead and bulkhead line twenty (20) feet, more or less, to the place of BEGINNING.

ALSO TOGETHER with the lands lying below high water line of the Passaic River more fully described in a Grant made by the State of New Jersey to James Butterworth et al, dated January 6, 1883 and recorded March 20, 1918 in Deed Book Y-59 page 436, as follows:

ALL that tract, parcel of land flowed by tide water lying at the City of Newark described as follows:

BEGINNING at a point in the high water mark of the Westerly shore of the Passaic River where the same is intersected by the division line between lands of the Newark and New York Railroad Company and lands of the said James Butterworth and Egbert Judson; thence running

(1) Easterly in a line with said division line ninety-eight feet and thirty-two one-hundredths of a foot (98.32') to the new exterior line for solid filling established by the Commissioners appointed under the authority of the Act entitled "An Act to ascertain the right of the State and of Riparian owners in the land lying under the waters of the Bay of New York and elsewhere in this State," approved April 11, 1864 and the supplements thereto; thence

(2) Southwesterly along said new exterior line for solid filling four hundred and ninety-eight feet and thirty-nine one-hundredths of a foot (498.39'); thence

(3) Westerly at right angles one hundred and five (105) feet to the high water mark of the Westerly shore of the Passaic River at the Southeasterly corner of lands of the said James Butterworth and Egbert Judson; thence

(4) Northeasterly along said high water mark to the place of BEGINNING.

AND ALSO TOGETHER with the rights to a Lease for a term of sixty years from February 18, 1918 for Riparian rights covering lands below high water line of the Passaic River, more particularly described in a Lease dated February 18, 1918 and recorded March 18, 1918 in Deed Book W-59 page 450.

TOGETHER WITH all the right, title and interest of Grantor in and to the lands below high water mark of Passaic River contiguous to and adjoining the above described premises, and also all grants or leases from the State of New Jersey or any department or board thereof for the lands below high water mark of Passaic River, contiguous to and adjoining the premises herein conveyed, whether herein particularly set forth or not.

TOGETHER with all the right, title and interest of Grantor in and to any strips of land adjacent to the premises above specifically described and in and to any land lying in the bed of any street or avenue, open or proposed, in front of or adjoining said premises to the center line thereof.

ALL OTHER TRACTS AND INTERESTS

And the said party of the first part, Grantor, hereby further grants, conveys, assigns and transfers to the said party of the second part, Grantee, all other tracts or parcels of real estate owned or held by Grantor and all other rights, interests, privileges, licenses, trackage rights, rights of way or use, easements or riparian rights or privileges owned or held by the Grantor in any real estate located adjoining or adjacent to the real estate hereinabove described, or used in connection therewith.

GENERALLY

Also all buildings, machinery, tracks, equipment, sidings, roads, rights of way, easements, pipe-lines, reservations, leases, rights, or things whatsoever appurtenant to or in connection with the above described premises, or any part thereof, and all other lands, tenements, hereditaments, of the party of the first part lying and being in the said City of Newark, aforesaid.

TO HAVE AND TO HOLD the above mentioned and described premises with the appurtenances unto the said party of the second part, its successors and assigns, forever, subject, however, as aforesaid.

AND the said party of the first part, for itself, its successors or assigns, does covenant, grant and agree to and with the said party of the second part, its successors and assigns, that the said party of the first part at the time of the sealing and delivery of these presents, was lawfully seized in its own right of a good and absolute and indefeasible estate of inheritance in fee simple of and in all and singular, the above granted, bargained and described premises, with the appurtenances, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid.

AND that the said party of the second part, its successors and assigns, shall and may at all times hereafter, peaceably and quietly hold, have, use, occupy, possess and enjoy the above granted premises and every part and parcel thereof, without trouble, molestation, eviction or disturbance of the said party of the first part, its successors or assigns, or of any other person or persons lawfully claiming or to claim, the same.

AND that the same are now free, clear, discharged and unencumbered of and from all former grants, titles, charges, estates, judgments, taxes, assessments, and encumbrances of what kind and nature soever.

AND also that the said party of the first part, its successors and assigns, and all and every other person or persons lawfully or equitably claiming or deriving any estate, right, title or interest of, in or to the hereinbefore granted premises, by, from, under, or in trust for it or them, shall and will at any time or times hereafter, upon the reasonable request and at the proper costs and charges in the law of the said party of the second part, its successors and assigns, make, do and execute, or cause or procure to be made, done or executed, all and every further and other lawful and reasonable acts, conveyances, and assurances in the law for the better and more effectually vesting and confirming the premises hereby intended to be granted in and to the said party of the second part, its successors and assigns, forever, as by the said party of the second part, its successors and assigns, or counsel learned in the law, shall be reasonably advised or required.

Secretary
Secretary

WITNESS:-

President
President
 THE WELLY CORPORATION

AND the said party of the first part, its successors and assigns, the above described and hereby granted premises and every part and parcel thereof, with the appurtenances unto the said party of the second part, its successors and assigns, against the said party of the first part, and its successors, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend, except as aforesaid.

WITNESS WHEREOF the said party of the first part has caused these presents to be signed by its President and its corporate seal to be hereunto affixed and attested by its Secretary, this 29 day of January, A.D. 1933.

STATE OF *Indiana*
COUNTY OF *Marion* SS.

BEFORE IT REMEMBERED that on this *29* day of *December*, Nineteen Hundred and Thirty-three before me the subscriber, a Notary Public in and for said County, personally appeared HOWARD KROEHL, who made proof to my satisfaction that he is the Secretary of THE REILLY CORPORATION, the Grantor named in the foregoing instrument; that he well knows the corporate seal of the said corporation; that the seal affixed to said instrument is the corporate seal of said corporation, and that the said seal was so affixed; and the said instrument signed and delivered by P. G. REILLY, who was, at the date thereof, the President of said corporation, in the presence of this deponent, and the said President at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed and as the voluntary act and deed of the said corporation, and that deponent at the same time subscribed his name to said instrument as an attesting witness thereof.

Sworn and Subscribed before me

at *Indianapolis, Ind*

the State aforesaid,

David E. Storch
Notary Public

My Commission expires April 25, 1936

Howard Kroehl

STATE OF INDIANA, MARION COUNTY, SCT.

I, the undersigned, Clerk of the County of Marion, in the State of Indiana, and also Clerk of the Circuit Court within and for said County and State, the same being a Court of Record, and having a seal, do hereby certify that

James E. Storch whose name is subscribed to the

to the annexed instrument, was at the time of taking such deed an acting Deputy Clerk within and for the County of Marion, duly commissioned and qualified, and authorized by the laws of the State of Indiana, to take and certify the same, as well as to take and certify all affidavits, and the acknowledgment and proof of deeds or conveyances, and all other instruments of writing.

And further, that I am well acquainted with the handwriting of said James E. Storch and verily believe that the signature to said Certificate of Proof of Acknowledgment or Jurat is genuine, and that said instrument is correct and acknowledged according to the laws of the State of Indiana.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court and County at Indianapolis, Indiana, this 27th day of September, A. D. 1923.

James E. Storch, Clerk

(23)
(4)

THIS INDENTURE, made the 30th day of March, in the year of Our Lord, One Thousand Nine Hundred and Twenty Nine, between Lewis New York Terminals, Inc., a corporation of the State of New Jersey, party of the first part, and International Combustion Tar & Chemical Corporation, a corporation of the State of Illinois, formerly F. J. Lewis Manufacturing Company, the name of said company having been duly changed, party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Dollar and other valuable consideration, lawful money of the United States of America, to it in hand paid by the said party of the second part, at or before the delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part, and to its successors and assigns forever, all those certain plots, pieces, tracts and parcels of land and premises hereinafter particularly described, situated, lying and being in the City of Newark, in the County of Essex, and State of New Jersey, and more particularly bound and described as follows:

PLOT #1.

BEGINNING at the Southwest corner of Avenue P and Allegheny Avenue; thence (1) along the Southerly line of Allegheny Avenue North 62 degrees 9 minutes 30 seconds West 394.46 feet to the center line of Plum Point Lane as it formerly existed; thence (2) along said center line South 44

(1)

44 degrees 18 minutes 30 seconds West 213.59 feet more or less to a point in said center line which would be the southwesterly corner of the whole tract conveyed to James Flockhart by Essex and Hudson Land Company by deed recorded in Book Y 51 of deeds for Essex County on pages 197 &c., if said southerly line of said whole tract were extended to said center line; thence (3) Easterly along the said southerly line so extended 20 feet more or less to a point in the Easterly line of Plum Point Lane as it formerly existed where the southerly line of said whole tract strikes the same; thence (4) Southwesterly and along the easterly side of the original location of Plum Point Lane 110 feet more or less to a point on a line 170 feet Northeasterly at right angles from the center line of the Newark and New York Railroad as filed in the Office of the Secretary of State; thence (5) South 62 degrees 9 minutes 30 seconds East 470.34 feet more or less to the westerly line of Avenue P; and thence (6) along the same North 27 degrees 50 minutes 30 seconds East 315 feet to the point and place of BEGINNING.

Containing 3.10 acres more or less.

Plot #2.

BEGINNING in the easterly line of Avenue P at a point therein distant Northerly 170 feet ~~more or less~~ from center line of right of way of the Newark and New York Branch of the Central Railroad of New Jersey; thence running along said easterly line of Avenue P and in the extension thereof 27 degrees 50 minutes 30 seconds East 618.59 feet; thence North 61 degrees 14 minutes 30 seconds West 75 feet more or

(2)

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same as
Plot 2
in map
2-5

less; thence on a line distant westerly 75 feet measured at right angles to first mentioned course South 27 degrees 50 minutes 30 seconds West 244.79 feet to the northerly line of Allegheny Avenue; thence along the same North 62 degrees 09 minutes 30 seconds West 307.32 feet more or less to line of lands now or formerly of George Smith; thence along same North 8 degrees 18 minutes 30 seconds East 139.52 feet; thence along the same North 0 degrees 17 minutes 30 seconds West 291.04 feet; thence along same North 19 degrees 18 minutes 30 seconds East 132 feet; thence along same and lands of Nancy Wilson, now or formerly, North 6 degrees 48 minutes 30 seconds East 140.99 feet to the southerly line of Roanoke Avenue; thence along the same South 80 degrees 25 minutes 30 seconds East 11.79 feet; thence still along the same South 61 degrees 25 minutes East 2022.27 feet more or less to the westerly line of the right of way of the Passaic River Extension Railroad; thence along said westerly right of way line South 27 degrees 50 minutes 30 seconds West 408.67 feet more or less; thence still along the same South 62 degrees 9 minutes 30 seconds East 1.60 feet; thence still along the same South 27 degrees 50 minutes 30 seconds West 207 feet more or less; thence still along the same North 62 degrees 9 minutes 30 seconds West 1.60 feet; thence still along the same on a curve curving to the right with a radius of 434.28 feet 206.28 feet; thence still along the same North 44 degrees 8 minutes 30 seconds West 44.53 feet more or less; thence still along the same Southwesterly 27.50 feet; thence still along the same on a curve curving to the right with a radius of 290.44 feet 150 feet; thence still along the same on a curve curving to the right with a radius of 434.28 feet 91.32 feet

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Plot 3
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x 2-5

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Roanoke
Plot 4
w 2-4
2-5

said right of way South 62 degrees 9 minutes 30 seconds East 501.12 feet more or less to the Passaic River; thence along the Passaic River North 27 degrees 3 minutes 30 seconds East 358.48 feet more or less; thence still along the same North 25 degrees 26 minutes 30 seconds East 533.69 feet; thence still along the same North 23 degrees 40 minutes 30 seconds East 205.53 feet to the southerly line of Roanoke Avenue; thence along said southerly line of Roanoke Avenue North 61 degrees 25 minutes West 458.57 feet to the easterly line of Doremus Avenue; thence along the same South 27 degrees 50 minutes 30 seconds West 1102.67 feet to the place of BEGINNING.

TOGETHER with that part of the first tract described in a riparian grant from the State of New Jersey to the Central Railroad of New Jersey, dated April 25th, 1912, and recorded in Book K 51 of Deeds for Essex County on pages 589-595, as lies easterly thereof and adjacent thereto under the waters of the Passaic River.

Containing 12.057 acres more or less.

PLOT #5.

BEGINNING in the westerly line of Doremus Avenue (formerly Avenue R) at a point therein distant northerly 170 feet from the center line of the right of way of the Central Railroad of New Jersey; thence parallel with the said center line North 62 degrees 9 minutes 30 seconds West 198.84 feet to the easterly line of the right of way of the Passaic River Extension Railroad; thence along the same on a curve curving to the left with a radius of 484.28 feet 454.74 feet

Roanoke
Plot 5
w 2-4
2-5

more or less to the westerly line of Doremus Avenue; thence
along the same South 27 degrees 50 minutes 30 seconds West
390 feet more or less to the place of BEGINNING.

Containing 0.57 acres more or less.

PLOT #6.

BEGINNING in the easterly line of Doremus Avenue
(formerly Avenue R) at a point therein distant southerly 70
feet from the center line of the right of way of the Central
Railroad of New Jersey; thence running along the easterly line
of Doremus Avenue South 27 degrees 50 minutes 30 seconds
West 142 feet to an angle in the same; thence still along the
same South 34 degrees 12 minutes West 74.98 feet to a point
in the easterly line of the right of way of the Bay Shore
Connecting Railroad; thence along the same on a curve curving
to the right with a radius of 450.40 feet 214.22 feet; thence
still along the same South 34 degrees 12 minutes West 191.88
feet to lands now or formerly of Mass & Waldstein Company;
thence along the same South 56 degrees 16 minutes East 543.10
feet to the high water line of Passaic River; thence South
69 degrees 44 minutes East 146.40 feet to the pier and bulk-
head line of said River; thence along the same North 20 degrees
16 minutes East 659.67 feet; thence along the same North 62
degrees 9 minutes 30 seconds West 98.32 feet to the high
water line of Passaic River; thence along lands of Central
Railroad Company of New Jersey North 62 degrees 9 minutes
30 seconds West 504.40 feet to the easterly line of Doremus
Avenue and place of BEGINNING.

Containing 9.429 acres.

*Policy
31539
appears
to cover
this and
other land*

FFP

*Down in
Plot 6
in 2-1-4
down to
H*

EXCLUDING however from the above conveyance that part of the lands East of the high water mark of Passaic River on which no riparian grant has been obtained, having a width along said high water line of approximately 169.8 feet measured Northerly from the southerly line of the above described tract.

TOGETHER with all the right, title and interest of the party of the first part in and to all premises situated in any way reserved to or granted to the said corporation or its predecessor or heretofore owned or possessed by it and all private rights and interests reserved to said corporation or its predecessor in title in deeds for land lying within the bed of said Railroads above mentioned.

ALSO all the right, title and interest of the said party of the first part in and to the lands below high water mark of Passaic River situated in the State of New Jersey or any department or board thereof for

the lands below high water mark of Passaic River, contiguous to to and adjoining the premises herein conveyed, whether herein particularly set forth or not.

TOGETHER with all the right, title and interest of the party of the first part in and to any strips or gores of land adjacent to the premises above specifically described and in and to any land lying in the bed of any street or avenue, open or proposed, in front of or adjoining said premises to the center line thereof.

2-4
2-5
BEING the same premises conveyed to the party of the first part by two deeds, the one from Thomas G. Haight, as receiver of Butterworth-Judson Corporation dated February 18th, 1926, and recorded in Book C 74 of Deeds for Essex County on pages 303-306, and the other from Butterworth-Judson Corporation dated February 27th, 1926, and recorded in Book C 74 of Deeds for said County on pages 306-309.

EXCEPTING therefrom and thereout five tracts of land heretofore conveyed by the party of the first part as follows:

The first tract excepted:

Shaded portion of area
BEGINNING at the corner formed by the intersection of the southerly line of Allegheny Avenue with the westerly line of Avenue P, running thence (1) along said southerly line of Allegheny Avenue North 62 degrees 9 minutes 30 seconds West three hundred and ninety four and forty six hundredths (394.46) feet to the center line of Plum Point Lane as it formerly existed; thence (2) along said center line South 44 degrees 18 minutes 50 seconds West two hundred and ten and four hundredths (210.04) feet to a point in said center line which would be the southwesterly corner of the whole tract conveyed to James Flockhart by Essex & Hudson Land Improvement Co., by deed, recorded in Book Y 51 of Deeds for Essex County on pages 197 &c., if said southerly line of said whole tract were extended to said center line; thence (3) South 55 degrees 39 minutes 30 seconds East along said southerly line so extended sixteen and seventy five hundredths (16.75) feet to a point in the easterly line of Plum Point Lane as it formerly existed where the southerly line of said whole tract strikes the same; thence (4) South 44 degrees

(8)

18 minutes 30 seconds along the easterly line of the original location of Plum Point Lane, eleven and sixty four hundredths (11.64) feet to a point in said easterly line distant two hundred and seventy and fifty hundredths (270.50) feet northerly from the center line of the Newark & New York Railroad as filed in the Office of the Secretary of State, measured at right angles to said center line; thence (5) South 62 degrees 9 minutes 30 seconds East four hundred and forty and sixty six hundredths (440.66) feet parallel with the said center line and distant two hundred and seventy and fifty hundredths (270.50) feet northerly at right angles therefrom to the westerly line of Avenue P; thence (6) along the same North 27 degrees 50 minutes 30 seconds East two hundred and fourteen and fifty hundredths (214.50) feet to the corner aforesaid at the point or place of BEGINNING.

BEING the same premises conveyed by the said party of the first to Lacquer Specialties Inc., a corporation of New Jersey by deed dated April 2nd, 1922, and recorded in

TOGETHER with and hereby granting and conveying the right of way reserved to the party of the first part in and by said deed, but subject to the agreements, restrictions and limitations therein set forth.

The second tract excepted:

BEGINNING at a point in the easterly line of Doremus Avenue where the same is intersected by the northerly line of lands of the Central Railroad of New Jersey, which said point of beginning is distant 70 feet northerly from the center line of said Railroad Company, and running thence (1) along the

*Charles
Lacquer
had deed*

northerly line of lands of the said Railroad Company South 65 degrees 7 minutes 30 seconds East five hundred and one and twelve hundredths (501.12) feet, be the same more or less to high water line of the Passaic River; thence (2) along the same North 24 degrees 5 minutes 30 seconds East one hundred and fifty seven (157) feet be the same more or less, to a line drawn parallel with the first course, and distant one hundred and fifty seven (157) feet Northerly and at right angles therefrom; thence (3) North 65 degrees 7 minutes 30 seconds West, running part of the way through a tract partly on the premises hereby conveyed, and partly on lands remaining to the party of the first part, adjoining on the north, four hundred and ninety seven (497) feet, be the same more or less, to the easterly line of Doremus Avenue aforesaid, and thence (4) along the same South 24 degrees 52 minutes 30 seconds West one hundred and fifty seven (157) feet to the point or place of BEGINNING.

TOGETHER with that part of the fourth tract described in a riparian grant from the State of New Jersey to the Central Railroad of New Jersey, dated April 25, 1912, and recorded in Book K 51 of Deeds for Essex County on pages 589-595, as lies easterly thereof, and adjacent thereto under the waters of the Passaic River.

(4) BEING the same premises conveyed to the Schultz Vegetable Oil Company by deed dated August 31st, 1926, and recorded in Book Y 74 of Deeds for Essex County on pages 469, &c.

TOGETHER with and hereby granting and conveying all rights reserved to the party of the first part hereto in and

by said deed but subject to the rights granted to said Schultz Vegetable Oil Company to the use of a certain railroad track or siding as therein set forth, upon the terms and under the conditions therein stated.

The third tract excepted:

*Not shaded
portion of
deed*

BEGINNING at a point in the easterly line of Doremus Avenue at a point therein distant one hundred and fifty seven (157) feet northerly from the northerly line of lands of the Central Railroad Company of New Jersey, which said northerly line of lands of said Central Railroad Company of New Jersey is distant seventy (70) feet northerly from the center line of said Railroad Company, said point of beginning being the northwesterly corner of lands conveyed by the party of the first part to Schultz Vegetable Oil Company, by deed dated on or about August 31st, 1926, and running thence (1) along line of lands of Shultz Vegetable Oil Company South 65 degrees 7 minutes 30 seconds East four hundred and eighty three (483) feet more or less to high water line of Passaic River; thence (2) along same North 11 degrees 31 minutes 50 seconds East eighty four and sixty nine hundredths (84.69) feet; thence (3) still along same North 65 degrees 7 minutes 30 seconds West twenty five and sixty hundredths (25.60) feet; thence (4) still along same North 25 degrees 45 minutes 30 seconds East ninety four and thirty five hundredths (94.35) feet to a point distant one hundred and seventy six and seventy five hundredths (176.75) feet northerly from the first course; thence (5) along said line North 65 degrees 7 minutes 30

(11)

seconds West four hundred and thirty nine and thirty hundredths (439.30) feet to said easterly line of Doremus Avenue, and thence (6) along same South 24 degrees 52 minutes 30 seconds West one hundred and seventy six and seventy five (176.75) feet to the point or place of BEGINNING.

The above description being according to a survey made by Arthur H. Bradley, C. E., June 29th, 1927.

TOGETHER with all the right, title and interest of the party of the first part in and to the lands below high water mark of Passaic River, lying easterly of the premises above described, and between the extensions easterly of the northerly and southerly lines of the tract above described.

BEING the same premises conveyed by the party of the first part to Janet Wilson Cook, by deed dated July 2nd, 1927, and recorded in Book 0 76 of deeds for Essex County at pages 236 &c.

SUBJECT also to the right granted to the said Janet Wilson Cook to the use of a certain track or siding as therein set forth, upon the terms and under the conditions therein stated.

The fourth tract excepted:
BEGINNING at a point in the southerly line of Roanoke Avenue at a distance of 477 feet measured westwardly along said line of Roanoke Avenue from the westerly line of Avenue "P", extending; thence South 17 degrees 58 minutes West by otherland of Lewis New York Terminals Inc., 292.06 feet to a point in the northerly corner of a parcel of land conveyed on or about to be conveyed by the New York Bay Railroad Company to said Lewis New York Terminals Inc.; thence by land of said Railroad Company as follows, viz: (first) North 10 degrees

*Added portion
in NW corner
of BBBB*

3 minutes 30 seconds West 32.12 feet to a point (second) North 9 degrees 25 minutes 30 seconds East 132.15 feet to a point and (third) North 2 degrees 54 minutes 30 seconds West 143.49 feet to a point in said southerly line of Roanoke Avenue and thence South 71 degrees 17 minutes 30 seconds East along the last mentioned line 85.53 feet to the point and place of BEGINNING.

Containing 11,439.49 square feet more or less.

BEING the same premises conveyed by the party of the first part to New York Bay Railroad Company by deed dated July 5th, 1928, and recorded in Book O 78 of Deeds for Essex County on pages 233 &c.

The fifth tract excepted:

ALL those lands taken by the City of Newark, for the opening of Avenue "P", and conveyed by the party of the first part to said City of Newark, for that purpose.

PLOT #7.

BEGINNING at a point in the Northerly line of Allegheny Avenue, at a distance of 307.32 feet measured westwardly along said line of Allegheny Avenue from the westerly line of Avenue "P", and in the westerly line of land of the Lewis New York Terminals Inc., extending, thence North 72 degrees 5 minutes West along said line of Allegheny Avenue 169.68 feet to a point; thence North 17 degrees 58 minutes East by land of the New York Bay Railroad Company 362.5 feet to a point in the southerly corner of a parcel of land conveyed or about to be conveyed by said Lewis New York Terminals Inc., to said Railroad Company; thence by said land of Lewis New York Terminals Inc., as follows, viz: (first) South 10 degrees 3

(13)

South
minutes East 261.59 feet to a point and (second)/1 degree,
37 minutes East 139.52 feet to the point or place of BEGINNING

Containing 33,432.82 square feet more or less.

also all building PLOT #8, blocks, corners,
sidings, BEGINNING at a point in the northerly line of Ro-
anoke Avenue at the distance of 60 feet measured North 17 de-
grees 58 minutes East across said Roanoke Avenue from a point
in the southerly line of Roanoke Avenue said point in south-
erly line of Roanoke Avenue being at the distance of 477 feet
measured North 71 degrees 17 minutes 30 seconds West along
said southerly line of Roanoke Avenue from the westerly line
of said Avenue "P" extending from said beginning point,
North 17 degrees 58 minutes East by land of the New York Bay
Railroad Company 372.52 feet to a point in the northerly
line of land conveyed by Charles B. Graves to said the New
York Bay Railroad Company, by deed dated July 12th, 1917
(parcel #1 thereof); thence South 71 degrees 59 minutes 30
seconds along the last mentioned northerly line 62.69 feet
to a point; thence South 13 degrees 59 minutes 30 seconds
West along the easterly line of the last mentioned land
374.52 feet to a point in said northerly line of Roanoke
Avenue, and thence along the same North 71 degrees 17 minutes
30 seconds West 88.66 feet to the point or place of BEGIN-
NING.

Containing 28,222.91 square feet more or less.

The seventh and eighth tracts being the same prem-
ises conveyed to said party of the first part, by the New York
Bay Railroad Company by deed dated July 11th, 1928, and re-

recorded in Book 10 of (14)

843020180

Recorded in Book 0 78 of Deeds for Essex County at pages 242

GENERALLY

Also all buildings, machinery, trucks, equipment, sidings, roads, rights of way, easements, pipelines, reservations, leases, rights, or things whatsoever appurtenant to or in connection with the above described premises, or any part thereof, and all other lands, tenements, hereditaments, of the party of the first part lying and being in the said City of Newark, aforesaid.

TO HAVE AND TO HOLD the above mentioned and described premises with the appurtenances unto the said party of the second part, its successors and assigns forever, subject, however as aforesaid.

AND the said Lewis New York Terminals, Inc., for itself, its successors or assigns, does covenant, grant and agree to and with the said party of the second part, its successors and assigns, that the said Lewis New York Terminals, Inc., at the time of the sealing and delivery of these presents, was lawfully seized in its own right of a good and absolute and indefeasible estate of inheritance in fee simple of and in all and singular, the above granted, bargained and described premises, with the appurtenances, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid.

AND that the said party of the second part, its successors and assigns, shall and may at all times hereafter, peaceably and quietly hold, have, use, occupy, possess and enjoy the above granted premises and every part and parcel thereof, without trouble, molestation, eviction or disturbance

of the said party of the first part, its successors or assigns, or of any other person or persons lawfully claiming or to claim, the same.

AND that the same are now free, clear, discharged and unencumbered of and from all former grants, titles, charges, estates, judgments, taxes, assessments, and encumbrances of what kind and nature soever.

AND also that the said party of the first part, its successors and assigns, and all and every other person or persons lawfully or equitably claiming or deriving any estate, right, title or interest of, in or to the hereinbefore granted premises, by, from, under, or in trust for it or them, shall and will at any time or times hereafter, upon the reasonable request and at the proper costs and charges in the law of the said party of the second part, its successors and assigns, make, do and execute, or cause or procure to be made, done, or executed, all and every further and other lawful and reasonable acts, conveyances, and assurances in the law for the better and more effectually vesting and confirming the premises hereby intended to be granted in and to the said party of the second part, its successors and assigns, forever, as by the said party of the second part, its successors and assigns, or counsel learned in the law, shall be reasonably advised or required.


AND the said Lewis New York Terminals Inc., its successors and assigns, the above described and hereby granted premises and every part and parcel thereof, with the appurtenances unto the said party of the second part, its successors and assigns, against the said party of the first part, and its successors and assigns, and against all and

every person or persons, whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend, except as aforesaid.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be signed by its President and its corporate seal to be hereto affixed and attested by its secretary, the day and year first above written.

LEWIS NEW YORK TERMINALS, INC.

By:


President.

Attest:


Secretary.

STATE OF *New York*
COUNTY OF *New York*

SS.

BE IT REMEMBERED that on this *1st* day of *April* Nineteen Hundred and Twenty Nine before me the subscriber, a *Notary Public in and for New York City*, personally appeared *Wm. Jay Lee Nelson* who made proof to my satisfaction that he is the *Secretary* of *Lewis New York Terminals Inc.* the grantor named in the foregoing instrument; that he well knows the corporate seal of the said corporation; that the seal affixed to said instrument is the corporate seal of said corporation, and that the said seal was so affixed; and the said instrument signed and delivered by *E. H. Sullivan Hunter* who was, at the date thereof, the president of said corporation, in the presence of this deponent, and the said President at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed and as the voluntary act and deed of the said corporation, and that deponent at the same time subscribed

reof.

State of New York,
County of New York,

ss.: THOMAS M. FARLEY

13598.....Series B

I, WILLIAM T. COLLINS, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, having a seal, DO HEREBY CERTIFY, That

Walter J. Wakefield

whose name is subscribed to the deposition or certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such deposition, or proof and acknowledgment, a Notary Public in and for such County, duly commissioned and sworn, and authorized by the laws of said State, to take depositions and to administer oaths to be used in any Court of said State and for general purposes; and also to take acknowledgments and proofs of deeds, of conveyances for land, tenements or hereditaments in said State of New York. And further, that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said deposition or certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the

Thomas M. Farley
Clerk.

843020185

97

DEED 10.50
COMPARED 40
BY 68 83 17.00

LEWIS NEW YORK TERMINALS,
INC., a corporation of
the State of New Jersey

To

INTERNATIONAL COMBUSTION
TAR & CHEMICAL CORPORA-
TION, a corporation of
the State of Illinois.

Dated March 30th 1929.

WILLIAM P. HURLEY
COUNSELLOR - AT - LAW
784 BROAD STREET
NEWARK, N. J.

RECEIVED IN THE REGISTER'S OFFICE
OF THE COUNTY OF ESSEX, N. J.
on the 2nd. day of April
A.D., 1929 at 3:22 o'clock in
the afternoon, and Recorded in Book
F-79 of DEEDS
for said County, on pages 575-580

Howard S. Dodd
Register

7

W. L. ELLIS, INC., 80 CLINTON STREET, NEWARK, N. J.

RECEIVED
REGISTER'S OFFICE

APR 2 3 22 PM '29

RECEIVED
REGISTER'S OFFICE

APR 2 3 22 PM '29

ESSEX COUNTY
NEWARK, N. J.

Attachment 11

Responsive to Question 14

Six (6) Pages

**Document prepared by International Combustion Tar &
Chemical Corporation dated December 1932.**

INTERNATIONAL COMBUSTION TAR & CHEMICAL CORPORATION

Title Documents

Received of Gravath, de Gersdorff, Sqaine & Wood
the documents listed on the attached sheets.

December 1932

INTERNATIONAL COMBUSTION TAR &
CHEMICAL CORPORATION?

by _____

Newark, New Jersey, Plant

(1) Fidelity Union Title and Mortgage Guaranty Company policy No. 62678 in the sum of \$52,000 insuring F. J. Lewis Manufacturing Company (predecessor by change of name of International Combustion Engineering Corporation) in respect of a portion of the Newark property.

(2) Deed dated June 11, 1925, between Columbus Crystal Company and F. J. Lewis Manufacturing Company (a New Jersey corporation understood to have been dissolved) conveying a portion of the premises described in title policy (1) and recorded in the Register's office of Essex County June 22, 1925, in Book H-72 of Deeds at pages 396-397.

(3) Corrective deed dated June 30, 1925, between Thomas G. Haight et al. as Receivers of Butterworth-Judson Corp. and F. J. Lewis Manufacturing Company, conveying other property described in title policy (1) and recorded in the Register's office of Essex County August 21, 1925, in Book A. 73 of Deeds at Pages 278-280.

[4] Deed dated March 30, 1929, between Lewis New York Terminals, Inc. and International Combustion Tar & Chemical Corporation and recorded in the Register's office of Essex County April 2, 1929, in Book F-79 at pages 575-80

NOTE: It is understood that the foregoing documents describe all the property now owned by the Corporation at Newark, New Jersey, and perhaps additional

property heretofore conveyed by the Corporation. As will be seen by an examination of the deed (4), the property consists of 8 parcels. Six of these parcels were obtained by Lewis New York Terminals, Inc. from Butterworth Judson Corporation by deed (6). The other two parcels were acquired from New York Bay Railroad Company by deed dated July 11, 1928. Neither this deed nor any documents indicating that a title examination was made in respect of such two parcels have been discovered.

(5) Photostat of Survey of property of Butterworth Judson Corporation dated December, 1924, and showing the six parcels described in deed (6).

(6) Deed dated February 18, 1926, between Thomas G. Haight as Receiver and Lewis New York Terminals, Inc. and recorded in the Register's office of Essex County April 1, 1926, in Book C. 74 of Deeds at pages 303-306.

(7) Deed dated February 27, 1926, between Butterworth Judson Corporation and Lewis New York Terminals, Inc. and recorded in the Register's office of Essex County April 1, 1926, in Book C. 74 of Deeds at pages 306-309, conveying the same property as is described in deed (6).

(8) Title opinions (with exhibits) of William Hurley dated July 7, 1927, and April 1, 1926, respectively, in respect of that portion of the Newark Property then owned by the Corporation.

(9) The following title policies of Fidelity Trust Company of Newark, New Jersey, insuring Butterworth Judson Corporation in respect of the property subsequently conveyed to Lewis New York Terminals, Inc.:

- (a) Policy No. 31539 in the sum of \$200,000;
- (b) Policy No. 31374 in the sum of \$20,000;
- (c) Policy No. 31373 in the sum of \$30,000;
- (d) Policy No. 31534 in the sum of \$28,000;
- (e) Policy No. 31344 in the sum of \$8,000;
- (f) Policy No. 30921 in the sum of \$7,000;
- (g) Policy No. 33163 in the sum of \$15,000;
- (h) Policy No. 31971 in the sum of \$2,000;
- (i) Policy No. 31972 in the sum of \$14,000;
- (j) Policy No. 31182 in the sum of \$3,000; and
- (k) Policy No. 31291 in the sum of \$5,000;

(10) The following title policies of Fidelity Trust Company undersood to relate to property now or formerly owned by the Corporation or its predecessors in interest:

- (a) Policy No. 31439 insuring Grover V. O'Brien in the sum of \$45,000;
- (b) Policy No. 27154 insuring Emanuel H. Shufro in the sum of \$40,000; and
- (c) Policy No. 29058 insuring American Synthetic Dyes, Incorporated, in the sum of \$30,000.

(11) Plan showing plot of 1-1/5 acres sold to Butterworth Judson Corporation by deed dated January 12, 1916.

(12) Lease dated August 1, 1925 between Central R. R. Co. of N. J. and F. J. Lewis Mfg. Co. (blue print attached).

(13) Agreement dated March 3, 1925 between Thomas G. Haight et al., Receivers of Butterworth Judson Corp. and F. J. Lewis Mfg. Company (unrecorded).

(14) Deed dated January 12, 1916, between Central R. R. Co. of New Jersey and Butterworth Judson Co. recorded Jan. 14, 1916, deed Book T-56, pages 592-595.

(15) Corrective deed dated November 15, 1916 between Central R. R. Co. of New Jersey and Butterworth Judson Co., recorded June 11, 1917, Deed Book D-59, pages 150-151.

(16) Deed dated December 10, 1917 between Central R. R. Co. of New Jersey and Butterworth Judson Corp. recorded December 18, 1917, Deed Book V-59, pages 252-254.

(17) Copy of Mortgage, dated September 8, 1925, between Yeskel Supply Co. and F. J. Lewis Mfg. Co., recorded October 24, 1925, Mortgage Book K-55, pages 543-544.

(18) Copy of Riparian grant dated January 6, 1883, recorded in Essex County, Register's Office, March 20, 1918.

(19) Assignment dated March 7, 1929 of riparian lease between F. J. Lewis Mfg. Co. and International Combustion Tar and Chemical Corporation.

(20) Assignment dated No. , 1925, of reiparian lease between Thomas W. Haight et al., as Receivers of Butterworth Judson Corporation.

(21) Original Riparian Lease dated January 3, 1916 between Board of Commerce and Navigation and American Synthetic Dyes, Incorporated, recorded February 11, 1916 in Deed Book D-57, pages 58 to 63.

(22) Permit dated March 15, 1918 from Board of Commerce and Navigation to Butterworth Judson Corporation.

(23) Assignment of March 7, 1929 of Riparian lease between F. J. Lewis Mfg. Company and International Combustion Tar and Chemical Corporation.

(24) Assignment of November , 1925, of riparian lease between Thomas G. Haight et al., Receivers of Butterworth Judson Corporation and F. J. Lewis Mfg. Company.

(25) Riparian lease dated February 18, 1918, by Board of Commerce and Navigation to Butterworth Judson Corporation recorded March 18, 1918, deed book W-59, pages 450-455.

(26) Report, dated March 8, 1932, of Fidelity Union Title and Mortgage Guaranty Company (Application No. 87355).

Attachment 12

Responsive to Question 14

Four (4) Pages

Documents showing Pitt-Consol Chemical Company was involved with the facility in the summer of 1971. These are the most recent documents available to Reilly regarding the facility.

CONOCO

Pitt-Consol Chemicals
Continental Oil Company
191 Doremus Avenue
Newark, New Jersey 07105
(201) 344-3800

TJR
R
August 9, 1971

Mr. P. C. Reilly
Reilly Tar & Chemical Corp.
11 South Meridian Street
Indianapolis, Indiana 46204

Dear Mr. Reilly:

The particular property involved in the tidelands problem is the 5.752 acres east of Doremus Avenue. This was part of Track #4, which was subdivided in 1963 and 3.187 acres were sold to Universal Atlas Cement Company, a Division of U. S. Steel Company. I have enclosed an old print of the plant showing this subdivision.

For all we know, the land west of Doremus Avenue may be included in this same tidelands area. The State is supposed to have drawn up a map showing the areas concerned, but the City of Newark and Elizabeth have gone to court to prevent its being released.

I trust this will answer your questions; but if not, we will send you any other information we can.

Very truly yours,


R. L. Comstock
Manager of New Projects

mp
Enc.

843020194



PITT-CONSOL Chemical Company

AN AFFILIATE OF CONTINENTAL OIL COMPANY

191 Doremus Avenue • Newark, New Jersey 07105

July 26, 1971

Reilly Tar & Chemical Corporation
1615 Merchants Bank Building
11 South Meridian Street
Indianapolis, Indiana 46204

ATTENTION: Mr. P. C. Reilly, Jr.

Dear Mr. Reilly:

This will confirm our telephone conversation of early last week regarding this property which you conveyed to us by warranty deed dated August 19, 1955, recorded the same date in Essex County Deed Book 3342 page 367. In negotiating the sale of a portion of this property, we learned that the State of New Jersey claims title to this and other neighboring properties as riparian tidelands, although such claim is currently being litigated by the City of Newark and others. As a result of this claim and in order to effectuate the sale, we were obligated to assume certain obligations to the purchaser. A copy of the pertinent contract provisions is enclosed herewith.

It is our belief that any loss which we may suffer as a result of the claim of the State of New Jersey is compensable by you pursuant to the warranties contained in your deed to us. Although we have not as yet suffered any loss, and may not do so for some time to come, we thought it appropriate to notify you of the situation at this time.

Any comments which you might have on the situation at this time will be appreciated.

I regret the disturbing nature of the message I had to convey, but did indeed enjoy discussing old times and hearing about the people I knew at Reilly Tar.

Very truly yours,

A handwritten signature in cursive script, appearing to read 'R. L. Comstock'.

Ralph L. Comstock
Manager of New Projects

mp
Enclosure

843020195

CONTRACT OF SALE

THIS AGREEMENT, made the day of , 1971,
BETWEEN PITT-CONSOL CHEMICAL COMPANY, a corporation of the State
of New Jersey, having an office at 191 Doremus Avenue, Newark,
New Jersey, hereinafter called "Seller", AND NAPORANO IRON AND
METAL CO., a corporation of the State of New Jersey having an
office at foot of Hawkins Street, Newark, New Jersey hereinafter
designated "Purchaser";

The parties understand and agree that title is to be
conveyed to Purchaser subject to whatever interest the State of
New Jersey may have in the Subject Premises by reason of its

843020196

status as tideland or meadowland. However, in consideration of Purchaser's acceptance of such title, Seller warrants and agrees that in the event Purchaser's title is disputed by the State for such reason, it will reimburse Purchaser for whatever consideration it is obligated to pay to the State of New Jersey for a conveyance perfecting its title to the Subject Premises, plus 10% for expenses such as attorneys fees; provided, however, that in the event that the current litigation between the City of Newark and others and the State of New Jersey concerning the tideland status of this and other property is dismissed or otherwise resolved by a final nonappealable judgment which does not conclusively determine the status of the Subject Premises, the Seller shall also reimburse Purchaser for any reasonable expenses sustained thereafter in attempting to perfect its title thereto; provided further, however, that Seller's liability under and pursuant to this warranty and agreement shall be limited to and shall in no event exceed \$100,000. Payment shall be made to Purchaser within thirty days of its presentation to Seller of an itemized statement of such costs and upon such payment, not to exceed \$100,000, Purchaser shall deliver to Seller a release of all liability in connection with said claim of the State of New Jersey. To the extent of any payments made hereunder Seller shall be subrogated to any rights or claims which Purchaser may have against any third party, including the State of New Jersey, in connection with such expenditures. This warranty and agreement shall survive the delivery of the deed.

Attachment 13

Responsive to Question 15d

Four (4) Pages

Articles of Incorporation

STATE OF INDIANA
OFFICE OF THE SECRETARY OF STATE
SECRETARY OF STATE

To Whom These Presents Come, Greeting:

I, LARRY A. CONRAD, Secretary of State of the State of Indiana, hereby certify that the following and hereto attached is full, true and complete copy of the Articles of Acceptance of REPUBLIC CREOSOTING COMPANY, an Indiana corporation, under the reorganized corporate name of REPUBLIC CREOSOTING COMPANY, bearing approved and filed date of March 4, 1946, Articles of Amendment bearing approved and filed date of April 7, 1953, Statement of Reduction bearing filed date of November 25, 1955, Statement of Reduction bearing filed date of June 21, 1955, Articles of Merger, Merging CHAR PRODUCTS COMPANY, INC., and REILLY TAR & CHEMICAL CORPORATION, both Indiana corporations, into REPUBLIC CREOSOTING COMPANY, which said corporation shall hereinafter be designated as REILLY TAR & CHEMICAL CORPORATION, bearing approved and filed date of January 3, 1961, State ment of Reduction bearing filed date of December 26, 1962, Articles of Amendment bearing approved and filed date of December 15, 1964, Articles of Amendment bearing approved and filed date of June 22, 1973, and Articles of Amendment bearing approved and filed date of December 20, 1972.



In Witness Whereof, I have hereunto set my hand and affixed

the seal of the State of Indiana, at the City of Indianapolis,

this.....28th.....*day of*

.....November....., 1973.

Larry A. Conrad
Secretary of State,

By *Debra L. McConaha*
Deputy

843020199



RESTATED ARTICLES OF INCORPORATION

State Form 42152 (12-87)

Provided by Evan Bayh, Secretary of State of Indiana

Present Original and One Copy. Use 8 1/2" x 11" paper for inserts.

FILING FEE: \$30.00

Indiana Code 23-1-36-7

Secretary of State
State House
Corporations Division
Room 155
Indianapolis, IN 46204
(317)232-6576

RESTATED ARTICLES OF INCORPORATION OF

REILLY INDUSTRIES, INC.

(Name of Corporation)

APPROVAL
AND
FILED

SECRETARY or

The above corporation (hereinafter referred to as the "Corporation") existing pursuant to the Indiana Business Corporation Law, desiring to give notice of corporate action effectuating the restatement of its Articles of Incorporation, sets forth the following facts:

ARTICLE I - RESTATMENT

SECTION I: The date of incorporation of the Corporation:

December 21, 1905

SECTION II: The name of the Corporation following this restatement:

Reilly Industries, Inc.

SECTION III: The exact text of the Restated Articles of Incorporation is attached.

ARTICLE II - MANNER OF ADOPTION AND VOTE (Strike Inapplicable section)

SECTION I: The restatement does not contain an amendment requiring shareholder approval and the board of directors adopted the restatement.

~~SECTION: The restatement contains an amendment requiring shareholder approval and the vote is set forth below:~~

VOTE OF SHAREHOLDERS

The designation (i.e. common, preferred and any classification where different classes of stock exists), number of outstanding shares, number of votes entitled to vote separately on the amendment and the number of votes of each voting group represented at the meeting is set forth as follows:

| | TOTAL | A | B | C |
|--|-------|---|---|---|
| DESIGNATION OF EACH VOTING GROUP | | | | |
| NUMBER OF OUTSTANDING SHARES | | | | |
| NUMBER OF VOTES ENTITLED TO BE CAST | | | | |
| NUMBER OF VOTES REPRESENTED AT THE MEETING | | | | |
| SHARES VOTED IN FAVOR | | | | |
| SHARES VOTED AGAINST | | | | |

In Witness Whereof, the undersigned being the Executive Vice President

(title)

of said Corporation executes these Restated Articles of Incorporation and verifies, subject to penalties of perjury that the statements contained herein are true, this 2nd day of May, 1989.

Signature

Rolla E. McAdams

Printed Name

Rolla E. McAdams

843020200



**ARTICLES OF AMENDMENT OF THE
ARTICLES OF INCORPORATION**

State Form 4161 (R5 / 12-87)

Provided by Evan Bayh, Secretary of State of Indiana

Present Original and One Copy - Use 8 1/2" x 11" paper for inserts.

FILING FEE: \$30.00

Indiana Code 23-1-36-1 et. seq.

Approved by State Board of Accounts, 1988

Secretary of State
State House
Corporations Division
Room 155

Indianapolis, Indiana 46204
(317) 232-6576

APPROVED
AND
FILED
IN SECRETARY OF STATE

PRELIMINARY APPROVAL

**ARTICLES OF AMENDMENT
OF THE
ARTICLES OF INCORPORATION
OF**

DEC 4 9

REILLY TAR & CHEMICAL CORPORATION

SECRETARY OF STATE OF INDIANA

(Name of Corporation)

The above corporation (hereinafter referred to as the "Corporation") existing pursuant to the Indiana Business Corporation Law, desiring to give notice of corporate action effectuating amendment of certain provisions of its Articles of Incorporation, sets forth the following facts:

ARTICLE I - AMENDMENT(S)

SECTION 1: Date of Incorporation:

December 22, 1905 (as Republic Creosoting Company)

SECTION 2: The name of the Corporation following this amendment:

Reilly Industries, Inc.

SECTION 3:

The exact text of Article(s) I
of the Articles of Incorporation is now as follows (Attach additional pages if necessary):

The exact name of this corporation is
REILLY INDUSTRIES, INC.

Date of each Amendment's Adoption:

August 29, 1988

843020201

STATE OF INDIANA
OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF AMENDMENT
OF

REILLY TAR & CHEMICAL CORPORATION

I, EDWIN J. SIMCOX, Secretary of State of Indiana, hereby certify that Articles of Amendment for the above Corporation have been filed in the form prescribed by my office, prepared and signed in duplicate in accordance with Chapter Four of the Indiana General Corporation Act (IC 23-1-4).

NOW, THEREFORE, upon due examination, I find that the Articles of Amendment conform to law, and have endorsed my approval upon the duplicate copies of such Articles; that all fees have been paid as required by law; that one copy of such Articles has been filed in my office; and that the remaining copy of such Articles bearing the endorsement of my approval and filing has been returned by me to the Corporation.



In Witness Whereof, I have hereunto set my hand and affixed
the seal of the State of Indiana, at the City of Indianapolis,
this _____ 9th _____ day of

December, 19 82

Edwin J. Simcox

EDWIN J. SIMCOX, Secretary of State

By

Lucas M. Tracy

Deputy

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